

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/03/2022

Contract/Lease Control #: C22-3177-FM

Procurement#: PIGGYBACK

Contract/Lease Type: AGREEMENT

Award To/Lessee: MANSFIELD OIL COMPANY OF GAINSVILLE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/03/2022

Expiration Date: 03/11/2025

Description of: FUEL-GASOLINE AND DIESEL

Department: FLT

Department Monitor: ALLEN

Monitor's Telephone #: 850-689-5775

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TBP Tracking Number: 4555-22  
Procurement/Contractor/Lessee Name: marshfield oil Grant Funded: YES \_\_\_ NO X  
Purpose: Fuel for county gas + diesel  
Date/Term: 3-11-2025  
Department #: 5200  
Account #: 552014  
Amount: \$2.7 million  
Department: Fleet Dept. Monitor Name: allen

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 3-23-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**  
Approved as written: see email attached Date: 3-23-22  
Risk Manager or designee Kristina LoFria

**County Attorney Review**  
Approved as written: see email attached Date: 4-12-22  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

C26-3178-FLT  
3-11-25

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Tuesday, April 12, 2022 9:06 AM  
**To:** DeRita Mason  
**Subject:** Re: Mansfield Oil Piggyback

On Commissioner Ponder's signature line, please change "Commissioner" to "Chairman." With that change, this is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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.

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**From:** DeRita Mason  
**Sent:** Tuesday, April 12, 2022 7:47:18 AM  
**To:** Lynn Hoshihara  
**Subject:** RE: Mansfield Oil Piggyback

See updated with changes and will do on the language.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto: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."

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**From:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Sent:** Monday, April 11, 2022 8:18 AM

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Wednesday, March 23, 2022 9:27 AM  
**To:** DeRita Mason  
**Subject:** RE: Mansfield Oil Piggyback

DeRita,

Good morning, this is approved by Risk for insurance purposes only.

Thank you

*Kristy LoFria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*

*<http://www.myokaloosa.com/wellness>*

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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.

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, March 23, 2022 7:46 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>; Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>  
**Subject:** Mansfield Oil Piggyback

Good morning,



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Foreign Profit Corporation

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

### Filing Information

**Document Number** 846977  
**FEI/EIN Number** 58-1091383  
**Date Filed** 09/17/1980  
**State** GA  
**Status** ACTIVE

### Principal Address

1025 AIRPORT PARKWAY S.W.  
GAINESVILLE, GA 30501-6813

Changed: 03/29/1996

### Mailing Address

1025 AIRPORT PARKWAY S.W.  
GAINESVILLE, GA 30501-6813

Changed: 03/29/1996

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

Name Changed: 02/05/2019

Address Changed: 02/05/2019

### Officer/Director Detail

#### **Name & Address**

Title President

Byrd, John  
1025 AIRPORT PKWY SW  
GAINESVILLE, GA 30501

Title Secretary





# MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

Unique Entity ID <b>S64EL9CH3PT3</b>	CAGE / NCAGE <b>2Y744</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Nov 4, 2022</b>	
Physical Address <b>1025 Airport PKWY SW Gainesville, Georgia 30501-6813 United States</b>	Mailing Address <b>1025 Airport PKWY SW Gainesville, Georgia 30501-6813 United States</b>	

Doing Business as <b>Mansfield Oil Co</b>	Division Name <b>Bid Department</b>	Division Number <b>(blank)</b>
Congressional District <b>Georgia 09</b>	State / Country of Incorporation <b>Georgia / United States</b>	URL <b>mansfield.energy</b>

### Registration Dates

Activation Date <b>Nov 8, 2021</b>	Submission Date <b>Nov 4, 2021</b>	Initial Registration Date <b>Nov 19, 2001</b>
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### Entity Dates

Entity Start Date <b>Nov 1, 1957</b>	Fiscal Year End Close Date <b>Oct 31</b>
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### Immediate Owner

CAGE <b>7DPJ1</b>	Legal Business Name <b>MANSFIELD ENERGY CORP</b>
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### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

### Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
--------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------



CONTRACT: C22-3177-FLT  
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.  
FUEL-GASOLINE AND DIESEL  
EXPIRES:03/11/2025

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT  
BETWEEN OKALOOSA COUNTY, FLORIDA AND  
THE SCHOOL BOARD OF OKALOOSA COUNTY  
NO. ITB 22-12**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) for Fuel: Gasoline and Diesel to/for Okaloosa County (the "Services") under the same terms and conditions as the agreement between The School Board of Okaloosa County and Mansfield Oil Company of Gainesville, Inc. ("Contractor"), Contract Number ITB 22-12 (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, with an date of expiration of March 11, 2025, which Agreement resulted from a competitive procurement.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to "The School Board of Okaloosa County" shall be substituted with "Okaloosa County, Florida".

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action Florida law shall apply.

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 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto: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.





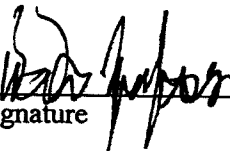
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
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.

The Contractor agrees to waive any and all arbitration requirements that may be listed in the Agreement.

Agreed, accepted and consented to the 19 day of April, 2022.

BCC Records  
MI. Carson

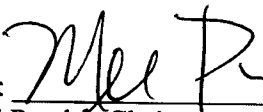
**MANSFIELD OIL COMPANY OF GAINSVILLE, INC.**


  
Signature

TITLE: Director of Pricing

David Zarfoss  
Print Name

**OKALOOSA COUNTY, FLORIDA**

BY:   
Mel Ponder, Chairman



BY:   
J.D. Peacock, II, Clerk





**ATTACHMENT "A"**  
**The Agreement**



**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**  
 PURCHASING DEPARTMENT  
 120 LOWERY PLACE S.E.  
 FORT WALTON BEACH, FL 32548

## INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

**ISSUE DATE:**

January 26, 2022

**PURCHASING CONTACT:**

Shanna Duncan (850) 833-5842

[shanna.duncan@okaloosaschools.com](mailto:shanna.duncan@okaloosaschools.com)

**ITB TITLE:**

Fuel – Gasoline & Diesel

**ITB NUMBER:**

ITB 22-12

**ITB OPENING DATE & TIME:**

February 9, 2022 2:00 P.M. CT

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

The School Board of Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School Board's Purchasing Office by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Purchasing Office. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services or any electronic means used by the Bidder. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME Mansfield Oil Company of Gainesville, Inc.

MAILING ADDRESS 1025 Airport Parkway SW

CITY, STATE, ZIP Gainesville, GA 30501

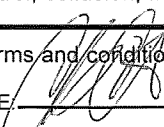
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58-1091383

TELEPHONE NUMBER: 678-450-2285 EXT: \_\_\_\_\_ FAX: 678-450-2242

EMAIL: mocbids@mansfieldoil.com

**NON-COLLUSION CERTIFICATION:** The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I agree to abide to all terms and conditions of this ITB and certify that I am authorized to sign this ITB for the bidder.

AUTHORIZED SIGNATURE:  PRINTED NAME: Chris Carter

TITLE: Sr. Manager, Bids and Sales Analytics DATE: 02/04/2022

## **SECTION 1: GENERAL TERMS AND CONDITIONS**

NOTE: The term "Bidder", "Vendor" or "Contractor" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term the "District", the "OCSE" or the "School Board", as used within this ITB, refers to The School Board of Okaloosa County, Florida. The abbreviation "F.S.", as used within this ITB, refers to "Florida Statutes". The following instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all Bidders are urged to review these instructions in detail before submitting their bids. These are general instructions for bidding procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Instructions and Addendums.

1. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
2. **BIDDER'S RESPONSIBILITY:** Before submitting their bid, each Bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this ITB. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are part of this ITB. Bid documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the bid. All bid notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). It is the Bidder's responsibility to monitor the website to view current solicitation opportunities and supporting bid documents such as addenda, tabulation sheets, notice of action and notice of award.
3. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids that arrive late due to the fault of U.S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, any other carrier of any sort or any electronic means are still considered late and shall not be accepted by the District. Bids by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced unless the bid is a competitive solicitation for construction or repairs on a building, then the name of each Bidder and price submitted shall be read at a public bid opening per Section 255.0518 F.S.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
  - a) Keep and maintain public records required by the School Board to perform the service.
  - b) Upon request from the School Board's custodian of public records, provide the School Board 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, F.S., or as otherwise provided by law.

- 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.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board 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 public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR [ERIC.MITCHELL@OKALOOSASCHOOLS.COM](mailto:ERIC.MITCHELL@OKALOOSASCHOOLS.COM), OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
- f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color,

age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

8. **LICENSES AND PERMITS:** The Bidder shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The Vendor shall save and hold harmless the District as a result of any infraction of the aforementioned.
9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Bidder agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
10. **WARRANTY:** In all cases, Bidder must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the bid to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A, U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.
11. **MATERIAL SAFETY DATA SHEETS:** The District requires that Material Safety Data Sheet (MSDS) be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. The MSDS shall accompany the product shipment. MSDS sheets must also be submitted to the District's Purchasing Department for any chemical or toxic substance or equipment which uses same prior to a recommendation for award. Failure to submit the required MSDS sheet(s) within forty-eight (48) hours of request may render the bid non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.
12. **BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be *explained in detail*; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful

Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder's expense, tagged and labeled with Bidder's name, item number and bid number.

13. **ALTERNATIVE BIDS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.
14. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor's or manufacturer's inventory then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District's Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
15. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.
16. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction Contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts *must* be included in the bid price.
17. **INVOICING:** The successful bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 120 Lowery Place S.E., Fort Walton Beach, Florida 32548. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
18. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a Vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.
19. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this ITB, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.

20. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District will not accept or collect freight charges. (C) No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Director.
21. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.
22. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
23. **RISK OF LOSS:** The Bidder assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to bidder until redelivery thereof to the School District.
24. **CONFLICT OF INTEREST:** Any award under this ITB is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
25. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, 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 Section 287.017 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted Vendor list".
26. **SCRUTINIZED COMPANY LIST PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725, F.S.:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to



terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

27. **PATENTS AND COPYRIGHTS:** Bidder agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs, and expert fees.
28. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
29. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
30. **E-VERIFY SYSTEM:** Under Executive Order 11-116, issued by the Governor of the State of Florida and §448.095, Florida Statutes, effective July 1, 2020, Contractor shall use the United States Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify System for any employees they may hire during the term of this Agreement. Contractor must provide evidence of registration as required by Florida Statute, by January 1, 2021. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion.
31. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.
32. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S.,

unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a Vendor has a Level 2 clearance with **full access** to school property and is valid for five (5) years. A burgundy badge signifies that a Vendor has **limited access** to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

33. **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policies 6-25, "Drug Free Workplace Act of 1988", 11-20 "Tobacco-Free School District", and 6-11 "School Board Dress Code".

34. **TERMINATION OF CONTRACT:**

A. For Convenience:

The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. For Cause:

The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of

School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

C. For Non-Appropriation:

The School Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this contract. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this contract. If such funds are not appropriated or available for this contract and this contract is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by contractor prior to the termination notice.

35. **FAILURE OF PERFORMANCE / DELIVERY:** In case of default by the Contractor after award of bid, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Bidder from the District's bid list for the period of one (1) year, at the option of District officials.
36. **FORCE MAJEURE EVENT:** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to confidentiality and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, epidemics, pandemic, earthquake, fire, flood, hurricanes, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility or telecommunications interruptions, or the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or any part of the term of the Agreement, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed party cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
37. **EVALUATION / AWARD:** Each bid shall be awarded on the basis of the lowest and best bid from a responsive and responsible Bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, and service and past performance of the Bidder. For identical, qualified bids, the recommendation shall be made for a local bidder or, if there is none, by casting lots. Samples of products may be requested when practical. The School Board reserves the right to reject any or all bids, to waive informalities, to make mathematical correction to error/s in any bid, to make award(s) by individual item, group of items, all or none, delivery date/completion date, or a combination thereof; or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the School Board. The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.

Where indicated, quantities are estimated only; the School Board reserves the right to purchase more or less provided orders are placed within the time limits specified. The School Board specifically reserves the right to reject any conditional bid and will normally reject those, which make it impossible to determine the true amount and quality of the bid. The award of the bid shall not constitute an order. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions.

*ANTICIPATED AWARD DATE: February 28, 2022*

38. **BID RESULTS:** Bid tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 120 Lowery Place SE, Ft Walton Beach, Florida 32548 and will remain posted for a minimum of 72 hours preceding the Board meeting at which official action will be taken. Bid tabulations with recommended awards are also posted to the District's Purchasing website at [www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx](http://www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx) and the Florida Purchasing Group website at [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
39. **PROTESTS:** All Bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
40. **QUESTIONS:** Should any questions arise concerning this bid, please address your questions to the District's Purchasing Department contact whose name appears on the Invitation to Bid form (Page #1). Questions must be submitted in writing prior to the question deadline to: School Board of Okaloosa County, Purchasing Department, 120 Lowery Place S.E., Ft Walton Beach, FL 32548, by fax to (850) 833-6327 or by email directly to the Purchasing Department contact whose name appears on the Invitation to Bid form.

*Prospective bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this ITB) regarding this bid prior to the posting of the tabulation and award recommendation. Any such contact may be cause for rejection of your bid.*

*QUESTION DEADLINE FOR THIS ITB: 02/02/22, 2:00 PM, CT*

41. **ADDENDA:** Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a material effect will be documented and communicated to bidders *only by written addenda*. Verbal responses to bidders' questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your bid as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Any addenda issued to this ITB will be posted to the Florida Purchasing Group Bid System. To access the Bid System go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Prior to submitting the bid it shall be the sole responsibility of each bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.
42. **BID PREPERATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.

43. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

#### **VENDOR PREFERENCE LAW**

The paragraph below will be checked if the Florida Business Preference Law applies to this ITB.

44.  **PREFERENCE TO FLORIDA BUSINESSES:** All bidders are hereby notified that this state has a Florida Business Preference Law that this agency is required to comply with in accordance with Sections 287.084(1) & (2) F.S. When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible bid, proposal, or reply is by a Vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Vendor has its principal place of business. In a competitive solicitation in which the lowest bid submitted by a Vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be 5 percent. Section 287.084(1)(a) F.S. does not apply to transportation projects for which federal aid funds are available. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities. A Vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. A Vendor preference disclosure form as required under section 2 of the state law is included in this bid package and must be completed by all bidders. ***Vendor preference disclosure form must be submitted with bid or bid will be declared non-responsive.*** For the purpose of this ITB, "principal place of business" means the state in which the Vendor's high level officers direct, control, and coordinate the Vendor's activities. The Vendor's principal place of business, as represented by the Vendor in its bid, may be relied upon by the District without further inquiry. If the District determines that a Vendor has misrepresented its principal place of business, the Vendor's bid shall be rejected. For the purpose of this ITB, "Personal Property" shall be defined as goods and commodities, but not real estate, intellectual property or services. Under federal regulations, when using federal funds for federally listed child nutrition programs, state or local geographic preferences are not allowed except when purchasing unprocessed agriculture products, state law notwithstanding.

#### **USE OF FEDERAL FUNDS - ADDITIONAL REQUIREMENTS**

The District intends to utilize Federal funds to make purchases from this bid:  Yes /  No

If a mark appears in the Yes box above, while not provided as separate certifications in this bid, by signing the Invitation to Bid & Bidders Acknowledgement Form (Page 1) the signatory attests to the applicable certification provisions and Federal requirements listed below. If a mark appears in the No box above, then this section (Use of Federal Funds – Additional Requirements) does not apply to this bid.

45. **Equal Employment Opportunity (41 CFR Part 60):**  
All Vendors, Contractors and Sub-Contractors must comply with the Executive Order 11246, entitled "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as

amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

46. Davis-Bacon Act – as amended (40 U.S.C. 3141-3148):

All Vendors, Contractors and Sub-Contractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). (*Applies to all prime construction contracts in excess of \$2,000*).

47. Copeland "Anti-Kickback" Act (40 U.S.C. 3145):

All Vendors, Contractors and Subcontractors must comply with the Copeland "Anti-Kickback" Act as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

48. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):

All Vendors, Contractors and Subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). (*Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers*).

49. Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2 (a)):

All Vendors, Contractors and Subcontractors 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.

50. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):

All Vendors, Contractors and Subcontractors must 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). (*Applies to Contracts and subgrants of amounts in excess of \$150,000*)

51. Debarment and Suspension (Executive Orders 12549 and 12689):

All Vendors, Contractors and Subcontractors must comply with (2 CFR 180.220) – A contract award must not be made to parties listed on the government wide exclusions in the System or 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."

52. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

All Vendors, Contractors and Subcontractors must comply with and 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 an 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. (*Applies to Contractors that apply or bid for an award exceeding \$100,000*).

53. Procurement of Recovered Materials (2CFR 200.322):

All Vendors, Contractors and Subcontractors 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. (*Applies 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*).

54. Energy Policy and Conservation Act (42 U.S.C. 6201):

All Vendors, Contractors and Subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

55. Civil Rights (Title VI of the Civil Rights Act of 1964):

All Vendors, Contractors and Subcontractors must comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

56. Minority-Owned Business Enterprise (2CFR 200.321):

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used when possible:

- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
- Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the above paragraphs of this section.

## **SECTION II: SPECIAL CONDITIONS – INSURANCE REQUIREMENTS** (Rev 02/12/2015)

The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

### **1. CONTRACTOR’S INSURANCE**

- A. The Contractor shall not commence any work in connection with this agreement until all required insurance has been obtained and such insurance has been approved by the School District of Okaloosa County, Risk Management Office nor shall the Contractor allow any subcontractor (approved by Risk Management) to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A-VI, Class X, in the Best’s Key Rating Guide published by A.M. Best & Co., Inc.
- C. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-contractor, and any associated or subsidiary companies of the Contractor which are involved and which are a part of the contract.
- D. 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.
- E. All policies shall be written so that the School District of Okaloosa County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Risk Management Department.
- F. All insurance contracts should list Okaloosa County School District as an Additional Insured. The Contractor shall provide the Risk Management Department with current Certificates of Insurance for all policies.

### **2. WORKERS’ COMPENSATION INSURANCE**

- A. The Contractor shall secure and maintain during the life of this Agreement Workers’ Compensation insurance for all of his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Workers’ Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.
- B. Such insurance shall comply with the Florida Workers’ Compensation Law.
- C. Section 440.103 F.S. Building permits; identification of minimum premium policy. – Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38. Such proof of compensation must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department or a copy of the employer’s authority to self-insure and shall be presented, electronically or physically, each time the employer applies for a building permit. As provided in s. 553.79(19), for the purpose of inspection and record retention, site plans or building permits may be maintained at the worksite in the original form or in the form of an electronic copy. These plans and permits must be open to inspection by



the building official or a duly authorized representative, as required by the Florida Building Code. As provided in s. 627.413(5), each certificate of coverage must show, on its face, whether or not coverage is secured under the minimum premium provisions of rules adopted by rating organizations licensed pursuant to s. 627.221. The words "minimum premium policy" or equivalent language shall be typed, printed, stamped, or legibly handwritten.

D. Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

### **3. BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE**

A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include bodily injury and property damage for owned, non-owned, leased or hired motor vehicle coverage.

B. The Contractor shall carry other commercial general liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-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 School District 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.

D. Commercial General liability coverage shall be endorsed to include following:

1. On and Off premises – Operation liability
2. Occurrence Bodily Injury and Property Damage Liability
3. Independent Contractors Liability
4. Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project.
5. Personal Injury Liability Insurance
6. Broad Form Property Damage Liability Insurance (including completed Operations)

### **4. 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:

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
a. State	Statutory
b. Employer's Liability	\$1 million each accident

- |    |                                              |                                                                         |
|----|----------------------------------------------|-------------------------------------------------------------------------|
| 2. | Comprehensive Automotive Liability Insurance | \$1 million each occurrence<br>(A combined single limit)                |
| 3. | General Liability                            | \$ 1 million each occurrence<br>(School District as Additional Insured) |
| 4. | Personal and Advertising Injury              | \$250,000                                                               |

**5. NOTICE OF CLAIMS OR LITIGATION:**

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

**6. INDEMNIFICATION AND HOLD HARMLESS:**

Contractor shall protect, defend, indemnify and hold the School District of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School District. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

Mansfield Oil Company of Gainesville, Inc.

**BIDDER'S COMPANY NAME**

1025 Airport Parkway SW,  
Gainesville, GA 30501

**PHYSICAL ADDRESS**

1025 Airport Parkway SW,  
Gainesville, GA 30501

**MAILING ADDRESS**

678-450-2285

**PHONE NUMBER**

  
**AUTHORIZED SIGNATURE (MANUAL)**

Chris Carter

**AUTHORIZED SIGNATURE (TYPED)**

Sr. Manager, Bids and Sales Analytics

**TITLE**

678-450-2242

**FAX NUMBER**

**SECTION III: SPECIAL CONDITIONS - SCOPE OF WORK, SPECIFICATIONS etc.**

The following "Special Conditions" are in addition to or may change the "General Bid Terms and Conditions" previously listed. In the event of a conflict, these "Special Conditions" will have precedence.

**SCOPE:**

The purpose and intent of this Invitation to Bid is to select a supplier to provide and deliver Gasoline and Diesel Fuels to the various locations for the Okaloosa County School District (OCSD) on an as needed basis, at a fixed fee/discount added to the Oil Price Information Service (OPIS) weekly rack average Pensacola, Florida Pad 1 Terminal cost per gallon, for the specified fuel commodities, during the contract period.

**TERM OF CONTRACT:**

The term of this contract shall commence on March 12th, 2022 and shall continue for a three (3) year period through March 11<sup>th</sup>, 2025 unless terminated or extended as provided herein. All terms including pricing shall remain fixed for the contract period.

**RENEWAL OPTION:**

This contract may be extended by mutual agreement of the parties for up to three (3) additional one (1) year periods at the same terms and conditions.

**BID CONTENT & SUBMITTAL:**

Two (2) complete copies: 1 signed original & 1 electronic (jump drive or disc) of the bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

**AWARD:**

The contract shall be awarded to the lowest, responsive and responsible bidder that complies with all provisions of this solicitation. Award will be based on the total cost of the two products, Regular Unleaded Gasoline 10% Maximum Ethanol Blend 87 Octane and Diesel Fuel No. 2, Ultra Low Sulfur. Calculations will be based on the OPIS Rack Average, Pensacola, Florida Pad 1, Issue Date January 31, 2022 added to the price per gallon markup or discount for each bidder times the estimated annual consumption. A committee will review all bids and determine the successful bidder, reserving the right to waive informalities in any bid, to make award by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the School Board of Okaloosa County.

**INSURANCE:**

This bid requires that the contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverage required by the School Board. Certificates of Insurance (Naming the School Board as the insured) shall be filed with and approved by the Risk Management office before the contractor or any subcontractor is allowed to commence work on the project. See Section II of this ITB for Insurance requirements.

**QUESTIONS:**

Should any questions arise concerning this bid, please address your questions to the District's Purchasing Department contact whose name appears on the Invitation to Bid form (Page #1). Questions must be submitted in writing prior to the question deadline to: School Board of Okaloosa County, Purchasing Department, 120 Lowery Place S.E., Ft Walton Beach, FL 32548, by fax to (850) 833-6327 or by email directly to the Purchasing Department contact whose name appears on the Invitation to Bid form.

Prospective bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff regarding this bid prior to the posting of the tabulation and award recommendation. Any such contact may be cause for rejection of your bid.

**QUESTION DEADLINE FOR THIS ITB: 02/02/2022, 2:00 PM, CT**

**ADDENDA:**

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a material effect will be documented and communicated to bidders *only by written addenda*. Verbal responses to bidders' questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your bid as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Any addenda issued to this ITB will be posted to the Florida Purchasing Group Bid System. To access the Bid System go to [WWW.FLORIDABIDSYSTEM.COM](http://WWW.FLORIDABIDSYSTEM.COM). Prior to submitting the bid it shall be the sole responsibility of each bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

**INTEGRITY OF BID DOCUMENTS:**

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

**AUDIT:**

If required, vendor shall permit an authorized, independent audit agency to inspect all data and records of vendor relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

**ESTIMATED USAGE:**

Anticipated annual usage is listed below. This is to be used as a guide only in the submission of your bid and in no way is to be considered as a firm amount that will be purchased. Every effort has been made to insure these quantities are as accurate as possible.

Regular Unleaded 87 Octane Gasoline 10% Maximum Ethanol Blend:	65,000 gallons
Diesel Fuel No. 2, Ultra Low Sulfur:	475,000 gallons

**TESTING FOR ADHERENCE TO SPECIFICATIONS:**

Should there be any questions to quality of the fuel products furnished under this contract; the School District of Okaloosa County will require tests of the products. Should it be determined that any products purchased do not meet specifications such product shall be picked up immediately by vendor as directed by the district and given full credit. Vendor shall be liable for any consequential damages, in addition to fees or charges incurred for testing if products fail. Failure to meet the above provisions shall be sufficient for action by the board to cancel any contract or agreement entered into under this bid.

**SPILLAGE:**

Vendor shall take all due precautions to prevent spillage of these products during delivery. Proper equipment maintenance, constant inspection, and where necessary, the use of collection pans during fuel transfer, will be employed to avoid leaks or spills. In the event of a spill, vendor shall be responsible for immediate containment, mitigation of the effects of the spill and cleanup of the spilled product at no cost to the Okaloosa County School District. Should vendor fail to take immediate action, the Okaloosa County School District may contract with a third party to accomplish the required control actions and will hold vendor responsible for the cost incurred plus legal fees, attorney costs and court costs. Any spillage, however minor, that occurs during delivery must be immediately reported to the Transportation Shop Foreman where the spill occurred.

**PRICING:**

Pricing shall be based on the OPIS weekly rack average (published price for date of delivery) for each product for the Pensacola, Florida Pad 1 Terminal plus a fixed markup or discount fee for each gallon of fuel delivered to district facilities. The fixed markup or discount fee shall include the vendor's profit and all delivery and handling costs from the successful bidder's terminal to the delivery location. The fixed markup or discount fee shall not change for the life of the contract. All applicable taxes shall be added at the time of invoicing. No other charges shall be added. The OPIS weekly rack average price for the Pensacola, Florida Pad 1 Terminal shall be used as a basis for pricing regardless of where the product is actually obtained. In the event of an unstable market, the Purchasing Department reserves the right at their sole discretion, to change from prices based on OPIS weekly pricing to pricing based on the OPIS daily average and when the market is stable again return to a weekly average, upon mutual agreement in writing.

**INVOICING/PAYMENT:**

Invoice prices shall be based on the OPIS weekly rack average (published price for date of delivery) for each product for the Pensacola, Florida Pad 1 Terminal plus a fixed markup or discount fee for each gallon of fuel delivered. Invoice shall also include all applicable taxes (See "Taxes" paragraph below). All final invoiced fuel prices shall be rounded off to the fourth decimal; e.g., 2.93042322 would be billed at 2.9304. Payment terms shall be Net 30 days from receipt and acceptance of goods or service and Vendor's invoice. Vendor shall submit all invoices for payment to the following address:

The School Board of Okaloosa County  
Attn: Purchasing Department  
120 Lowery Place SE  
Ft. Walton Beach, FL 32548

To expedite the payment process vendors may email the invoice directly to [windhamv@okaloosaschools.com](mailto:windhamv@okaloosaschools.com). All invoices shall be processed upon receipt. Light oil bill of lading and/or product receipt tickets presented for payment must carry the signature of the authorized agent of the School Board at each tank location.

**TAXES:**

All applicable taxes shall be added to the invoice after the fixed price per gallon is established. Current taxes not included in the posted terminal price are listed below. In the event other government non-exempt taxes are imposed that are not included in the contract price, they will also be added after the fixed price per gallon is established. Should any tax rate be increased, the applicable new rate will be used. All payments will include the taxes billed. Should a dispute arise over the correct tax rate or applicable add-on-taxes, the State of Florida Department of Revenue will be requested to issue an official position which shall then become final and binding on all parties to the contract. All revenues found to be due and payable shall be calculated on a retroactive basis to the date tax was imposed. All bidders shall be registered with the Internal Revenue Service to directly apply for applicable Federal Excise Tax reimbursements. Under no circumstance, will the School District of Okaloosa County pay the Federal Excise Tax on gasoline or diesel fuel. Certificates certifying that the school district will not claim reimbursement will be issued for the gallons invoiced.

	<u>Current Applicable Taxes (Effective 1/1/22)</u>	
	<u>Gasoline</u>	<u>Diesel</u>
FL Inspection Fee (Gasoline Only)	.001250	N/A
Okaloosa Co Gas Tax	.183000	.153000
FL Motor Fuel Tax	.190000	.190000
FL Environmental Fee	.020710	.020710
Federal Env Rec Fee	.001927	.002143
Federal Exc Lust Tax	.001000	.001000

### **ORDERING & DELIVERY:**

Product will be ordered by phone (toll free number must be provided) by the Program Director for Purchasing (or designee) on an as needed basis. Contractor shall provide a confirmation number for each order at the time of the order. All deliveries must be made within one business day of telephone notification and must be made during District working hours unless special arrangements are coordinated through the Purchasing Department. No additional charges are to be made for after hour deliveries. All transport tanker deliveries will be temperature adjusted to 60°F in accordance with the latest edition of the American Society for Testing & Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation. Delivery tickets and/or bill of lading shall be provided with each delivery and shall indicate gross gallons of fuel and net gallons of fuel delivered. The District will pay for net gallons of fuel delivered. A delivery ticket MUST be signed by a representative of the District and must identify the product, quantity and date delivered. Payment will not be made unless delivery ticket includes an authorized signature. Delivery personnel will be required to closely monitor fuel hoses during the fuel drop. Drivers are not to leave hoses unattended during fueling operations.

### **EMERGENCY SERVICES:**

The product/services required under this bid are vital to the operation of the School District and are required during Emergency Situations such as hurricanes and other catastrophes, whether man made or natural. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night during those periods. **Please provide emergency contact information as part of your bid proposal form response.** Failure to deliver product within the required time and the required price during regular or emergency operations may result in one or more of the following:

1. The District will obtain fuel from another source until regular schedule can be maintained by contract vendor. Contract vendor will be charged, if applicable, the difference between prices paid to another source and contract price.
2. Termination of contract and subsequent award to next bidder.
3. If successful vendor fails to delivery more than two consecutive times and does not notify District 24 hours or more prior to non-delivery of product, vendor will be in default of contract, contract will be terminated and vendor will be debarred from doing business with the Okaloosa County School District for a period of 1 year. The School District will make every effort to be fair and reasonable during times of disaster.
4. The Okaloosa County School Board provides emergency services (shelters and emergency assistance) during times of natural disaster. Returning schools to full operations is a priority in returning the general community to normalcy. **Bidders must include a plan detailing the priority of service that will be designated to the Okaloosa County School District 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.

**TANK LOCATIONS AND CAPACITIES:**

**\*\*\*ALL TANKS HAVE AUTOMATIC OVER FILL PREVENTION AT 95% OF TANK CAPACITY.  
TRANSPORT TRUCKS WILL FIT AT ALL SITES.**

Ft. Walton Beach Bus Shop  
1978 Lewis Turner Boulevard  
Ft. Walton Beach, Florida 32547

Estimated Annual Usage: 24,700 Gallons Unleaded  
164,350 Gallons Diesel

Two 10,000 gallons AST Diesel tanks equipped with transfer pump  
One 5,000 gallons AST Gasoline tank equipped with transfer pump

Niceville Bus Shop  
202B Hwy 85  
Niceville, Florida 32578

Estimated Annual Usage: 18,850 Gallons Unleaded  
114,000 Gallons Diesel

Two 10,000 gallons AST Diesel tanks equipped with transfer pump  
One 5,000 gallons AST Gasoline tank equipped with transfer pump

Crestview Bus Shop  
555 Anderson Avenue  
Crestview, Florida 32536

Estimated Annual Usage: 17,355 Gallons Unleaded  
164,350 Gallons Diesel

Two 10,000 gallons AST Diesel tanks equipped with transfer pump  
One 5,000 gallons AST Gasoline tank equipped with transfer pump

Baker School Site  
1369 14<sup>th</sup> Street  
Baker, Florida 32531

Estimated Annual Usage: 3,250 Gallons Unleaded  
28,500 Gallons Diesel

One 4,000 gallons AST Diesel tank equipped with transfer pump  
One 2,000 gallons AST Gasoline tank equipped with transfer pump

Laurel Hill School Site  
8078 4<sup>th</sup> Street  
Laurel Hill, Florida 32567

Estimated Annual Usage: 845 Gallons Unleaded  
3,800 Gallons Diesel

One 4,000 gallons AST Diesel tank equipped with transfer pump  
One 2,000 gallons AST Gasoline tank equipped with transfer pump

## SECTION IV: SPECIFICATIONS

Bidders must be adequately equipped, supplied and staffed to promptly and efficiently furnish, deliver and dispense all products upon which bids are submitted. The district reserves the right to require affidavits of analysis on fuels delivered by the suppliers showing that said items meet specifications at any time during the contract period.

Contractor(s) shall be fully licensed as may be required by local, state or federal regulations and shall comply at all time with local, state or federal rules, regulations, laws, ordinances and statutes in the performance of this contract. Failure to do so may be deemed a material breach of contract and cause for immediate termination of the contract at the sole option of the School Board.

In the event of re-imposed Federal or State Petroleum Product Allocation Regulations or any similar petroleum product limiting legislations, the contractor(s) shall provide full support to the Okaloosa County School Board Purchasing Department in application for maximum allowable allocation levels of motor gasoline/diesel fuels as may be applicable to end users qualifying under the classifications or providers to the public, Emergency and Sanitation Services.

The successful contractor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of this or its rights, title or interest herein, or its power to execute such contract to any person, company or corporation without prior written consent of the Okaloosa County School Board.

The successful contractor(s) has the sole and exclusive responsibility for furnishing and delivery of the petroleum products in accordance with this contract. The successful contractors' obligations are non-transferable.

**Federal and State Standards:** It is the intent of the School Board that all specifications herein are in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Administrator immediately. Delivery of non-conforming product shall be cause for Contract termination and possible Contractor suspension.

### **Item 1: REGULAR UNLEADED GASOLINE / 10% MAXIMUM ETHANOL BLEND, 87 OCTANE**

Gasoline, total ethanol content of gasoline shall not exceed ten percent (10%) by volume. Minimum Octane Rating: R+M/2=87. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process. Shall comply with Florida Department of Agriculture and Consumer Services standards 5F-2.001. Shall comply with State of Florida gasoline inspection laws. All transport deliveries to be adjusted to 60° F.

### **Item 2: DIESEL FUEL, GRADE NO. 2 ULTRA LOW SULFUR FUEL, UNDYED**

**4405-120-260-1030 Ultra Low Sulfur Diesel Fuel, Grade No. 2-D** (15 ppm maximum sulfur content, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. All transport deliveries to be adjusted to 60° F.



**BID PROPOSAL FORM**

BID ITEM NO.	FUEL TYPE	ESTIMATED ANNUAL GALLONS	FIXED MARKUP OR DISCOUNT/GAL TO OPIS WEEKLY RACK PENSACOLA <b>TRANSPORT DELIVERY</b>
1	REGULAR UNLEADED GASOLINE, 10% ETHANOL 87 OCTANE	65,000	-0.0412
2	DIESEL FUEL GRADE #2 ULTRA LOW SULFUR UNDYED	475,000	-0.0017

MINIMUM ORDER – TRANSPORT DELIVERY: Gasoline: 8,500 gallons Diesel: 7,500 Gallons

MAY ORDERS BE SPLIT BETWEEN LOCATIONS FOR TRANSPORT ORDERS?  YES  NO

WHAT IS THE MAXIMUM NUMBER OF SITES THAT CAN BE SPLIT FOR TRANSPORT ORDERS?  
4

IS THERE A CHARGE FOR SPLIT TRANSPORT ORDERS BETWEEN LOCATIONS?  YES  NO

WHAT IS THE CHARGE PER SPLIT BEYOND ONE SITE? \$55.00 per each site beyond the first site

IS THERE A CHARGE FOR SPLIT TRANSPORT ORDERS TO THE SAME LOCATION? (ORDER DIESEL & GASOLINE FOR THE SAME LOCATION TO MEET THE MINIMUM ORDER)  YES  NO

WHAT IS THE CHARGE FOR A SPLIT ORDER TO THE SAME LOCATION? \$55.00 ONLY if the truck has to move - no split delivery fee if the truck remains stationary

BIDDER EMERGENCY CONTACT NAME & PHONE NUMBER:  
Dan Luther 678-450-2285

TOLL FREE NUMBER FOR ORDERING: 800-695-6626

EMERGENCY SERVICES PLAN (Include a plan detailing the priority of service that will be designated to the Okaloosa County School District in the event of a disaster):  
Please see the attached Emergency Service Plan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Comprehensive Supply and Delivery

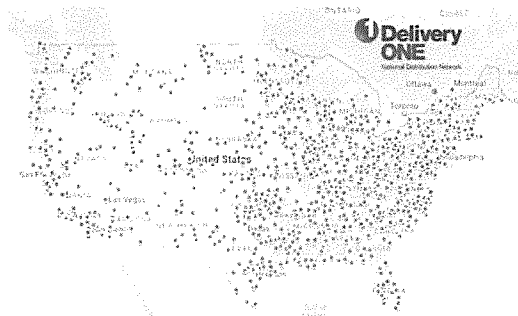
Mansfield maintains a broad portfolio of fuel procurement optionality to ensure reliable supply and competitive pricing in every market. In Florida and throughout the Southeast, Mansfield's entire suite of supply options are utilized to meet customer needs. This portfolio includes:

1. **Mansfield Inventory** – Mansfield maintains inventory in over 90 terminals throughout the United States, including throughout Florida and the Southeast
2. **Refinery Contracts** – Mansfield utilizes over 350 refinery contracts nationwide including 200 diesel contracts and 150 gasoline contracts. Mansfield contracts with various refiners and marketers in Florida.
3. **Rack Purchases** – Mansfield maintains accesses to 900 different terminal supply points and purchases from over 100 different suppliers and resellers. In Florida, Mansfield maintains relationships with multiple rack suppliers of fuel to supplement inventory and contract supply.
4. **Day Deals** – Mansfield enters into short-term supply deals to take advantage of real-time market volatility.

The variety of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during volatile periods due to refinery outages, pipeline and terminal downtime, or natural disasters. Mansfield's supply chain provides significant security through contracted supply yet enables a fast, flexible approach to take advantage of market opportunities.

Mansfield maintains commercial access to all third-party supply terminals serving the Florida Panhandle. This allows Mansfield the opportunity to buy from multiple supply points and providers both in those and surrounding markets. The School Board will benefit from this redundancy and flexibility as evidenced over the years of reliable Mansfield supply through natural disasters, weather events, refinery downtime, and transportation driver shortages.

Equally expansive is Mansfield's carrier base through our proprietary DeliveryOne network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. Additionally, this comprehensive carrier network allows Mansfield the flexibility to deliver even during infrastructure downtime.



The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. In Florida markets, Mansfield has relationships with a variety of fuel transportation entities. Through the comprehensive DeliveryOne network Mansfield ensures safe and reliable transportation options are readily available for our customers.

# Emergency Response

Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. In case of any unexpected event, Mansfield can rely on its broad fuel and freight procurement network ensuring business continuity. Mansfield has developed and managed emergency preparedness plans for customers nationwide; the firm's standard Business Continuity Plan document – a copy of which is included with this proposal – illustrates the thoroughness with which Mansfield approaches an impending event.

**STORM ALERT**

Mansfield Energy | September 8, 2012

**Hurricane Doran - Code Green**

Now that Doran has passed, relax about your area of concern receiving this the storm's impact on fuel?

When hurricanes present an immediate operational concern, they can also have long-term effects on the distribution and systems. Check out our Hurricane Fueling Guidelines to learn the best response steps and prepare to minimize your impact on which affected area.

**Hurricane Fueling Guidelines**

**Mansfield's Storm Advisory Approach**  
Understanding codes in supply alerts

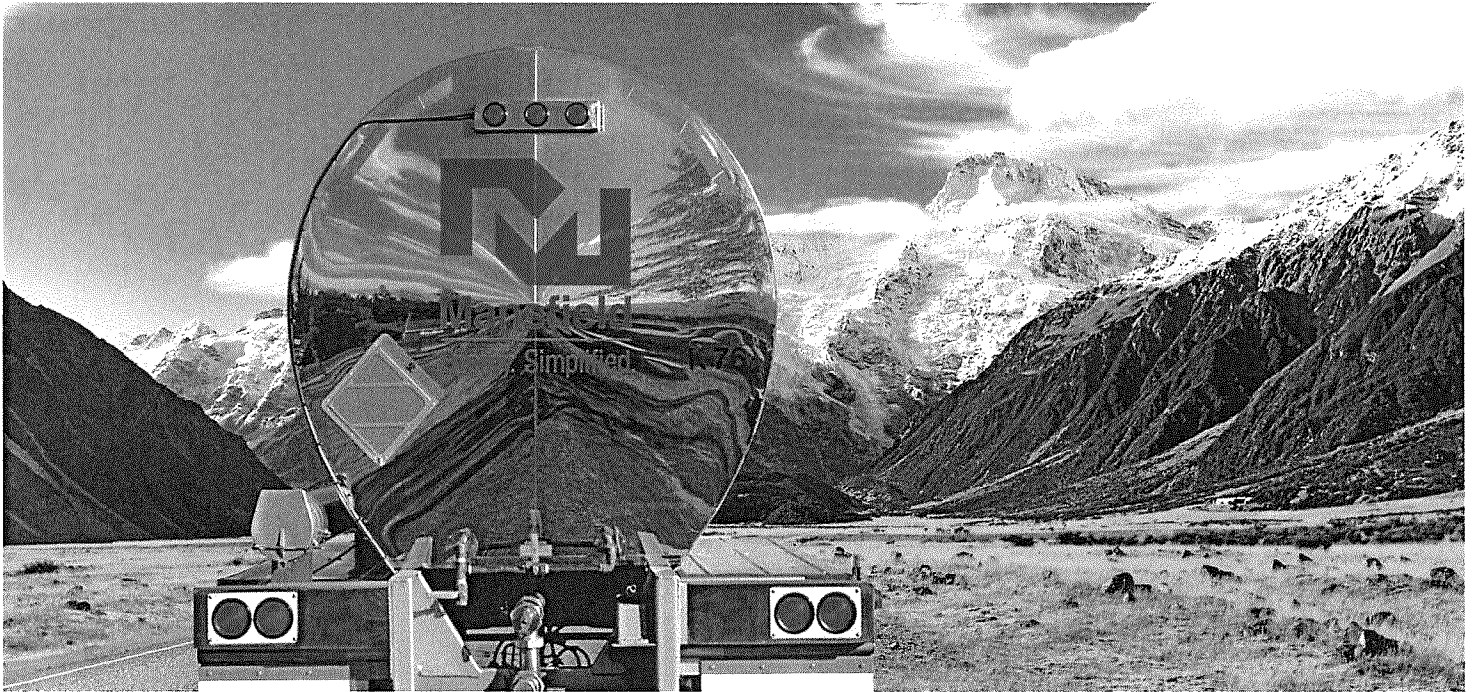
<b>CODE GREEN</b>	Markets are fully operational and unconstrained.
<b>CODE ORANGE</b>	Markets with impacted fuel and freight operations, requiring elevated internal focus and preparation above Code Green markets.
<b>CODE RED</b>	Markets with significant impacts to fuel and freight operations, requiring the highest internal focus and preparation.

Mansfield's Emergency Response Plan – included with this proposal – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten fueling operations.

The screenshot shows a multi-column document titled 'Emergency Response Plan'. It contains detailed procedural instructions, flowcharts, and tables. The flowcharts use boxes and arrows to show the sequence of actions during an emergency. The text is organized into sections, likely detailing roles, responsibilities, and specific steps for different levels of emergency alerts.

# Business Continuity Plan

## Emergency Response and Natural Disasters



Mansfield is North America's trusted partner for reliable fuel supply, superior logistics, and strategic fuel management solutions.



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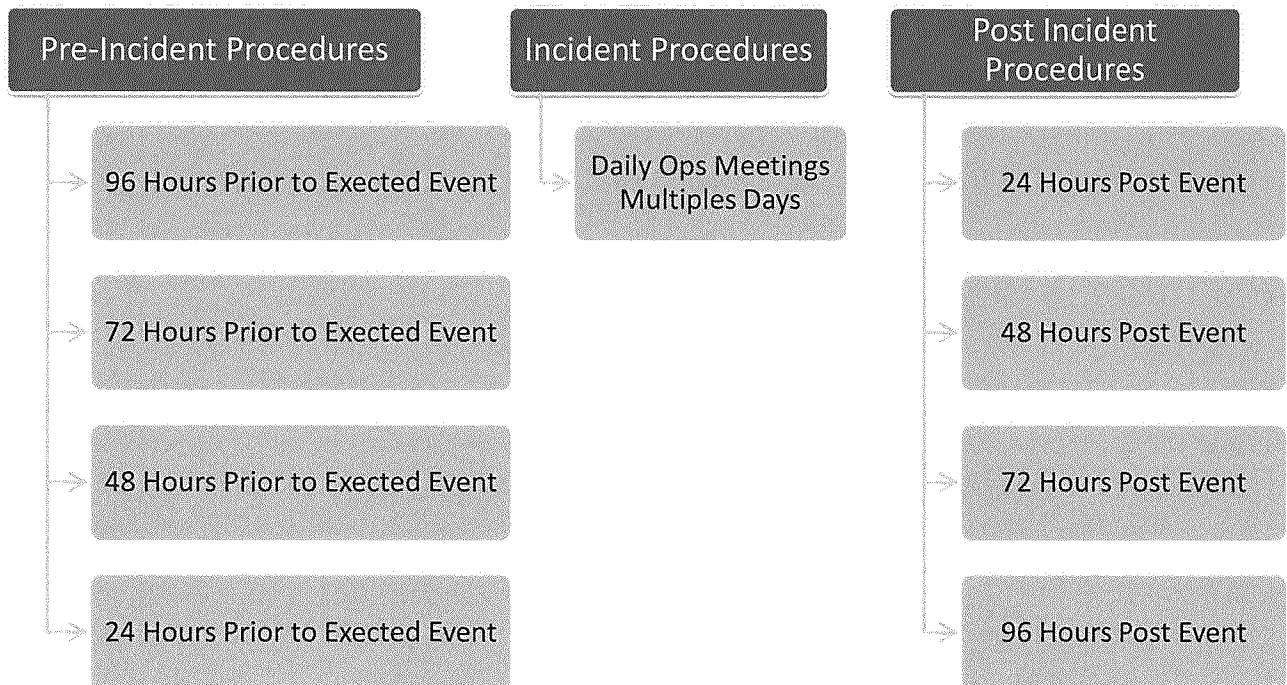
## INTRODUCTION

The objective of the *Emergency Response & Natural Disaster Recovery Plan* is to identify the operational procedures at Mansfield Energy in the event of a natural disaster – hurricane, tornado, snow storm, earthquake, flood, or fire – or other major market disruption.

Certain unforeseen events – acts of terror, refinery or pipeline disruptions, widespread illness, or any incidents requiring “state of emergency” declarations at the state and federal level – may prevent or minimize Mansfield’s ability to timely enact “Pre-Incident” procedures as defined below. However, the subsequent “[Current] Incident” response procedures and “Post Incident” procedures will follow the prescribed respective protocols. These events listed above are all identified herein as **Emergency Response Incidents (ERI)**.

The procedures are designed to provide clear coordination between individuals and departments for successful operations during Emergency Response Incidents. The effectiveness and efficiency of the plan is dependent on the formation of a Emergency Recovery Operations Team. The team will be involved in three significant stages of the process, exhibited in Figure 1.1 (Pre-Incident procedures, Incident Procedures, and Post Incident Procedures). The guidelines in this document will list specific processes to be followed during the three stages.

**Fig. 1.1 – Information Flow**



*Note: The procedures listed below are intended for refined products business but can be utilized by other groups within the company in the event of any emergency response incident.*

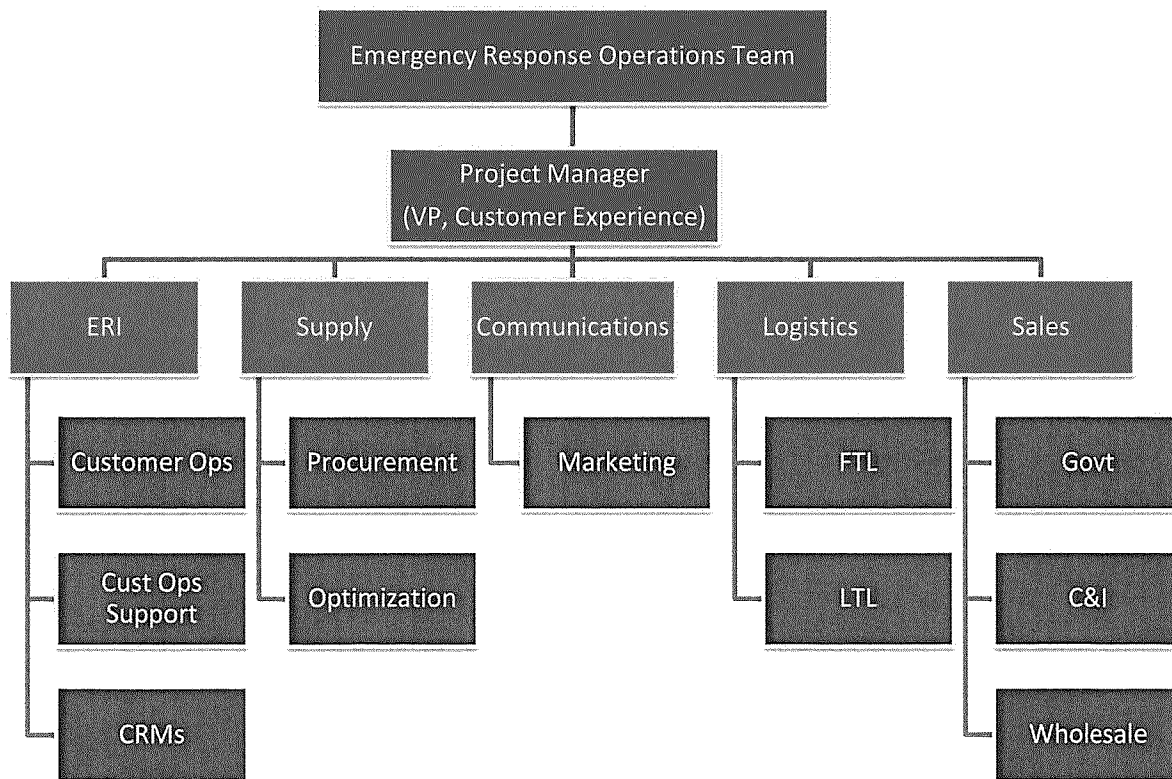
## EMERGENCY RESPONSE OPERATIONS TEAM

In the event of an Emergency Response Incident, an Emergency Response Operations Team will be created to ensure the processes and procedures listed in this document are followed. The team will also attend several mandatory operations meetings per day to facilitate communication throughout the process. The following is a list of individuals or groups that comprise the Emergency Response Operations Team.

- Project Manager (VP, Director, or Senior Manager)
- ERI Operations Group (Selected individuals from Customer Service and Sales)
- Supply Representative (per affected market)
- Regional Supervisor
- Logistics (Carrier Relations and LTL representatives)
- Sales Management (Government, Commercial & Industrial, Spot)
- Marketing Communications Representative

The organizational chart exhibited in Figure 1.2 specifies the Emergency Response Operations Team. At least one representative from each of these groups must attend the daily ERI operations meetings. For specific responsibilities of each group, refer to Appendix A.

**Fig. 1.2 – Organizational Chart**



## Project Manager

A Project Manager (VP, Director, or Senior Manager) will be selected as the individual responsible for the team's coordination and execution during the emergency response incident. The Project Manager will officiate the emergency response process from start to finish. The process is initiated based on the recommendation of the SVP of Supply depending on the potential threat status (Green, Orange, or Red) of the incident. In the event the SVP of Supply is unavailable, the VP of Transportation & Logistics, the VP of Customer Operations, or the COO can initiate the process.

## Responsibilities of the Project Manager

- Finalize daily ERI operations summaries and distribute to the executives daily
- Enforce responsibilities and coordination of the Emergency Response Operations Team
- Ensure team goals are met daily

## Incident Operations Group

The Incident Operations Group is solely dedicated to managing the operational processes during an ERI event anywhere in the US and Canada. Their responsibility is to ensure customer service and operational responsibilities to our internal and external customers are not impeded during these unique circumstances. In the event of an emergency response incident, the Project Manager will select an Incident Operations Group Lead who will oversee a small team, consisting of a combination of Mansfield supply and distribution personnel, CSRs, and Customer Relationship Managers. The group's responsibilities will include:

### ***Incident Operations Group Lead:***

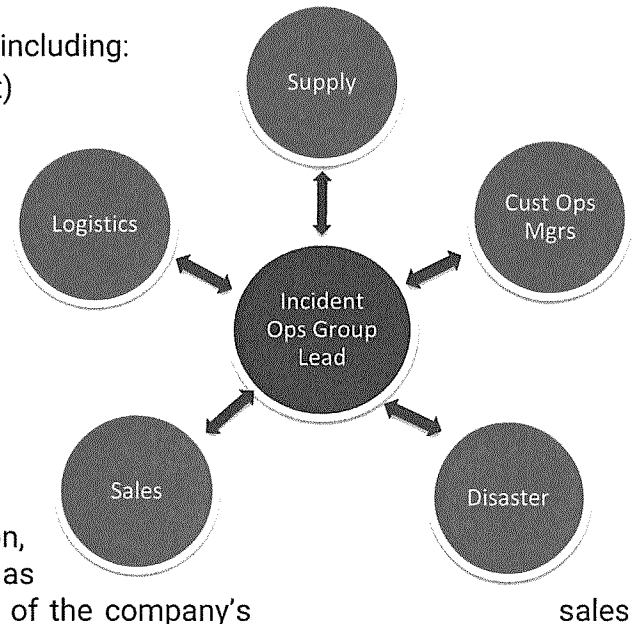
- Schedule and manage daily Incident Operations meetings, record attendance, and submit meeting notes to Project Manager
- Point of contact for the rest of the Emergency Response Operations Team for inquiries regarding ERI deliveries
- A representative from the following groups must ensure that their updates and information flow is directly communicated to the Incident Operations Lead (see Fig. 2.2).
  - Supply
  - Logistics
  - Customer Ops Managers
  - Sales
  - Emergency Response Operations TeamThe lead will then facilitate necessary information flow to the appropriate department



## Incident Operations Group Members:

- Reports to Incident Operations Lead
- Handles any operational items related to ERI loads, including:
  - Load confirmation (customer received product)
  - Updating ERI database
  - Ensuring order notes match ERI database
  - Identify non-delivered loads (rolled loads)
  - Daily carrier communication regarding loads (responsibility to be shared with Customer Service Teams)

Fig. 2.2 – Information Flow



## Supply

Supply is responsible for the procurement, origination, and optimization of all refined products as well as identifying and managing the risk involved in support of the company's and delivery efforts. The group's responsibilities will include:

- Check supply and update Incident Operations Group in daily meetings
- Monitor weather or market disruptions and provide updates to Incident Operations Group
- Coordinate long haul supply opportunities
- Manage supply allocations
- One representative must attend the daily operations meetings

## Customer Operations Teams

The Customer Operations Teams are strategically aligned with Mansfield's customer base, sales staff, and supply options to better serve our clients. The mission each day is to provide Mansfield's customers with outstanding customer service and professional logistics execution. Each Customer Service Team has a Regional Supervisor who is responsible for ensuring that information and updates from the Incident Operations Lead are provided to their Regional team before, during, and after the event. This information will be utilized to make appropriate decisions when scheduling loads and educating/updating customers as necessary. Updated contact information for the members of the Customer Operations Team is detailed in each customer's contact placard, a sample of which is included as Appendix E.

The Customer Operations Team's responsibilities include:

- Communicating information and updates provided by the Incident Operations Lead and from daily operations meetings back to the affected Regional team
- Ensuring information and updates from Supply and Logistics is distributed so the team can make the correct logistics decisions during a disaster
- Maintaining ongoing intelligence as to where available supply is located and where long haul options are available
- Retaining a working knowledge of – and communicate to customers – Mansfield's organizational response due to extraordinary circumstances
- Adhering to the procedures specified in the three stages of the Emergency Response Process both before, during, after the incident
- Dedicating volunteers for the Incident Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Incident Operations Group
- Daily attendance of Regional Supervisor at incident operations meetings

## Logistics

Logistics of refined products at Mansfield are managed by the Carrier Relations and LTL departments. The Carrier Relations department is dedicated to managing the strategic execution of Mansfield's Full Truck Load transportation. The LTL department is dedicated to managing the strategic direction of Mansfield's tank wagon (Less than truckload) transportation business. Their responsibility is to manage the complete life cycle of the transportation partnerships from partner selection, relationship management, rate procurement and negotiation, risk mitigation, and performance management. Each logistics team, working within their respective networks, will be responsible to:

- Provide a list of available carriers with after-hours contacts
- Arrange long hauls and secure fair freight rates
- Reach out to carriers with critical delivery issues and resolutions
- Daily attendance at incident operations meetings

## **Sales & Customer Relationship Management Team**

The Sales Team is responsible for ensuring Mansfield customers' needs are always understood and met in a timely fashion. During a potential disaster, the Sales Team must ensure the appropriate customer contacts are informed of the impending event and the implications that may arise. The Sales Team is also responsible for ensuring the information flow from the Storm Operations Lead and CRM's is distributed appropriately to customers and vice versa.

The group's responsibilities will include:

- Educating customers regarding the ERI utilizing information from the Incident Operations Lead
- Informing customers of the implications that may arise (increased operations obstacles, delivery delays, contingencies, change in pricing structures, etc.)
- Escalating customer-related issues with customers
- Relaying information from customers back to the Incident Operations Lead
- Confirming demand requirements and prioritizing delivery scheduling
- Dedicating volunteers for the Incident Operations Group and providing backup to cover responsibilities of the individuals that are pulled into the group
- Designating a main point of contact for after-hours calls, which will be utilized by the Incident Operations Lead and their group
- Attending daily emergency response incident operational meetings

## **Marketing Communications**

The Marketing Communications team is responsible for managing all internal and external communications resulting from the Emergency Response Incident.

This communication will be in the form of, but not limited to:

- Internal emails with ERI updates
- Inclusion of incident updates in the daily FUELSNews publication
- Distribution of specific incident updates via the FUELSNews distribution email channel
- Specific email notifications to the Customer Notification List

## RESOURCES

### Pending Loads Report

The Pending Loads Report will include daily load information that is utilized by the Emergency Response Operations Team to manage customer business. The database is a critical tool which includes a daily list of releases and order details extracted from Mansfield's ERP. The database enables the team to exchange information associated with each delivery based on the following intended tasks:

- Confirmations by Incident Operations Group that fuel has been delivered to the customer's tank
- Indicate loads moved to the next day
- Designate long hauls
- Specify any unusual events with particular deliveries
- Utilize the database's Prioritization Table to rank loads
- Designate any new tasks that must be completed by the Customer Operations Teams, Supply, Logistics, and CRMs/Sales
- Communicate and upload important updates on an internal weblog that will be created for each ERI

### Legal Resources - Public Affairs Officer

In the event of a serious natural disaster, the Emergency Recovery Operations Team will communicate closely with Mansfield's legal department and Public Affairs Officer (PAO), who may be chosen at the time of the event. The communication exchange will match the severity of the emergency response incident, the threat status, and supply situation. The PAO representative may be responsible for obtaining government documentation enabling Mansfield to deliver fuel to critical operations customers, prevent Mansfield loads from being commandeered, and ensuring loads are delivered to the originally intended ship to location.

## PRE-INCIDENT PROCEDURES

The following procedures commence 96 hours prior to the expected emergency response incident or natural disaster. If the emergency response incident or natural disaster is expected sooner than within 96 hours, the team is required to follow all procedures listed below as soon as possible prior to the event. Following the pre-incident procedures, the team is also expected to follow all current incident and post incident procedures listed in this document.

### 96 Hours (4 Days) Prior to Expected Event

- Project Manager calls a meeting with the Emergency Response Operations Team to discuss potential impact areas.
- Code Alert Activated: Operations can move to Yellow / Orange without approval. Code Red approval contingent upon supply & transportation signs. Marketing & Sales will be notified of alert changes so customer communications can be prepared.
- Incident Operations Group is given access to database and trained on updates and expectations throughout the process.
- Customer Operations Teams are instructed to schedule deliveries to inventory managed tanks with less than 10 days of inventory.
- Customer Relationship Managers send out Fuel Reorder Reports showing inventory levels, and scheduled deliveries, then communicate any delays in scheduled deliveries.
- CRMs and CSRs begin calling non-inventory managed sites to encourage early fuel ordering.
- Customer Operations Teams attend emergency response incident training headed by their supervisor. Refer to Appendix C for specific training items.
- Supply is instructed to communicate with terminal personnel for any intelligence around vessel, pipeline, or allocation delays and ongoing updates.
- Logistics is instructed to contact carriers, update them of the impending event, and secure additional dedicated capacity to address demand.
- If necessary, depending on the severity of the emergency response incident, additional resources are flown into the Mansfield Corporate Office (Gainesville, GA) for assistance.

### 72 Hours (3 Days) Prior to Expected Event

- Emergency Response Operations Team meets to review updates.
- Customer Operations Teams will continue to schedule deliveries to inventory managed tanks with less than 10 days of inventory.
- Incident Operations Group will continue calling non-inventory managed customers to place their orders.
- Supply will continue communication with suppliers and terminals for relevant updates.
- Sales team will have conference calls with customer's corporate contacts and specific sites to review fuel related strategies and contingencies.

## **48 Hours (2 Days) Prior to Expected Event**

- Emergency Response Operations Team meets to review updates.
- Final deliveries for inventory managed sites will be scheduled.
- Current loads are brought into the Pending Loads Report.
- Incident Operations Group will continue calling non-inventory managed customers to place their orders.
- Supply will continue communication with suppliers and terminals for any relevant updates.
- Logistics will continue requesting updates from carriers.
- CRMs to discuss contingency plans with customers should conditions worsen beyond industry capabilities. Alternatives to be explored include fueling at retail sites, alternate products, rationing, etc.

## **24 Hours (1 Day) Prior to Expected Event**

- Emergency Response Operations Team meets to discuss notifications from customers, carriers, and terminals.
- Customer Relationship Manager will continue to send out Fuel Reorder Report showing inventory levels, scheduled deliveries, as well as communicate any delays in loads scheduled.
- Loads are prioritized within the database.
- Supply and Logistics must provide updates around and possible solutions to address delivery challenges.
- Where conditions warrant, terminals in affected region may begin to close and carriers will cease operations, typically relocating assets.
- Final or ongoing deliveries may be made if conditions permit.

## **INCIDENT OCCURANCE**

The daily schedule in Appendix B is designed to promote coordination between the Emergency Response Operations Team. The assignments listed in the schedule must be followed and completed daily by the responsible party within the timeframe given. If necessary, the event occurrence schedule will continue for consecutive days or weeks depending on the threat level and severity of the emergency response incident.

## POST-DISASTER PROCEDURES OVERVIEW

### 24 Hours Post-Event

- Emergency Response Operations Team will re-evaluate the delivery priority list and if significant disruptions to supply remain in the affected region.
- Customer Operations Teams will attempt to contact any inventory managed locations that no longer have readings coming in due to power outages/connectivity issues.
- Customer Operations Teams will begin contacting sites in the affected area and schedule deliveries on a priority basis in accordance with safety considerations and any applicable local, state, or federal mandates.
- Customer Operations Teams will inform applicable sites if there are issues prohibiting delivery to any locations.
- Sales Team will follow up with customers on a corporate level.

### 48 Hours Post-Event

- Emergency Recovery Operations Team meets to finalize and review the impact of incident.
- Incident Operations Group will continue to work on processing holds for delivery backlogs.
- Customer Operations Team will contact any inventory managed locations that no longer have readings coming in due to power outages/connectivity issues.
- Sales Team will update customer corporate contacts, if necessary, regarding the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated timelines until supply and deliveries will return to normal.
- Sales Team will notify customer corporate contacts of any sites with whom the operations team has NOT been able to make contact.
- Deliveries will be scheduled as needed in accordance with safety considerations and any applicable local, state, or federal mandates.

### 72 Hours Post-Event

- Emergency Response Operations Team will conclude post event meetings.
- Previous procedures will continue until normal operations are resumed: updates to corporate and sites, reevaluation of prioritized deliveries, the scheduling of loads as conditions safely permit, etc.

### 96 Hours Post-Event

- Customer Service Teams will continue contacting sites for updates or issue resolutions.

## POST-MORTEM

A post-mortem meeting must be scheduled by the Project Manager of the Emergency Response Operations Team within two weeks of the incident occurrence. The meeting will include the following topics:

- **Recap of Event** – challenges, successes, operational efficiencies, etc.
- **Necessary Improvements for Future Events** – An individual will be selected to update the Emergency Response Incident and Natural Disaster Business Continuity Plan and communicate internally/externally.
- **Customer Feedback** – A potential internal survey and external Customer Service Survey to be administer to those impacted by the event. The results from the survey will be utilized to review and improve Mansfield's emergency response.

## PLAN ENDURANCE

The *Emergency Response and Natural Disaster Recovery Plan* will be distributed to Mansfield Operations personal multiple times throughout the year. Updated procedures will reside on FuelLink under Operations/Business Continuity. The Emergency Response Operations Team will host an annual mock test of the plan prior to hurricane season to ensure perseverance and necessary operational updates.

The Project Manager will hold quarterly meetings with the Incident Operations Group to ensure proper updates are enforced throughout the year.

The following meeting and communications must be initiated/communicated by the Project Manager:

- Quarterly meetings with the Incident Operations Group. The Project Manager will hand select the group members and notify them of the scheduled meetings.
- Monthly reminders communicated/emailed to Mansfield Operations providing an updated *Emergency Response and Natural Disaster Recovery Plan*.
- Quarterly reminder in the Mansfield Minute weekly publication.
- Monthly reminder to the Customer Operations Teams Supervisors to train CSRs on the process and the Disaster Response Incident Database.
- Complete quarterly tests on the Emergency Response Incident Database to ensure it is working properly.
- Determine date and time of the Internal Readiness Test to be completed each July. The Project Manager will also need to appoint the Internal Readiness Test Leader.



## Internal Readiness Test Guidelines

Each year the Project Manager will appoint a group member to initiate and conduct an Internal Readiness Test that will serve as an assessment of preparedness for future live events. The mock incident response should include at least the following protocols in order to well prepare the Emergency Response Operations Team:

- Project Manager will assign an Internal Readiness Test Leader to run the test.
- The Test Leader will announce a surprise meeting for the Emergency Response Operations Team.
- During the meeting, the Test Leader will present a mock scenario, including relevant details, context, and actionable information. The following criteria should be included in this meeting's debrief:
  - Ensure the team knows the location of the Emergency Response Incident Database and that they are well trained in the database. If not, the training will be reviewed.
  - Pick an affected market or region and review multiple orders within the database to identify potential risks.
  - Review processes around updating order status and confirming loads.
  - Review remaining problematic or rolled loads and the procedure for updating notes and changing dates within the system.
  - Finalize the customer prioritization list and ensure all updates are in place.
  - Review possible supply outages and identify guaranteed versus variable supply sources.
  - Review backup and long-haul freight options.
  - Diagnose potential long hauls and recap the long-haul procedures with Carrier Relations and LTL. Ensure Carrier Relations and LTL are involved in obtaining the freight rates at the time of long hauls. Document and communicate any negotiated rate changes for accurate billing and AP.
  - Review potential obstacles that could arise, such as internet or systems failure. Ensure backup plans are in place.

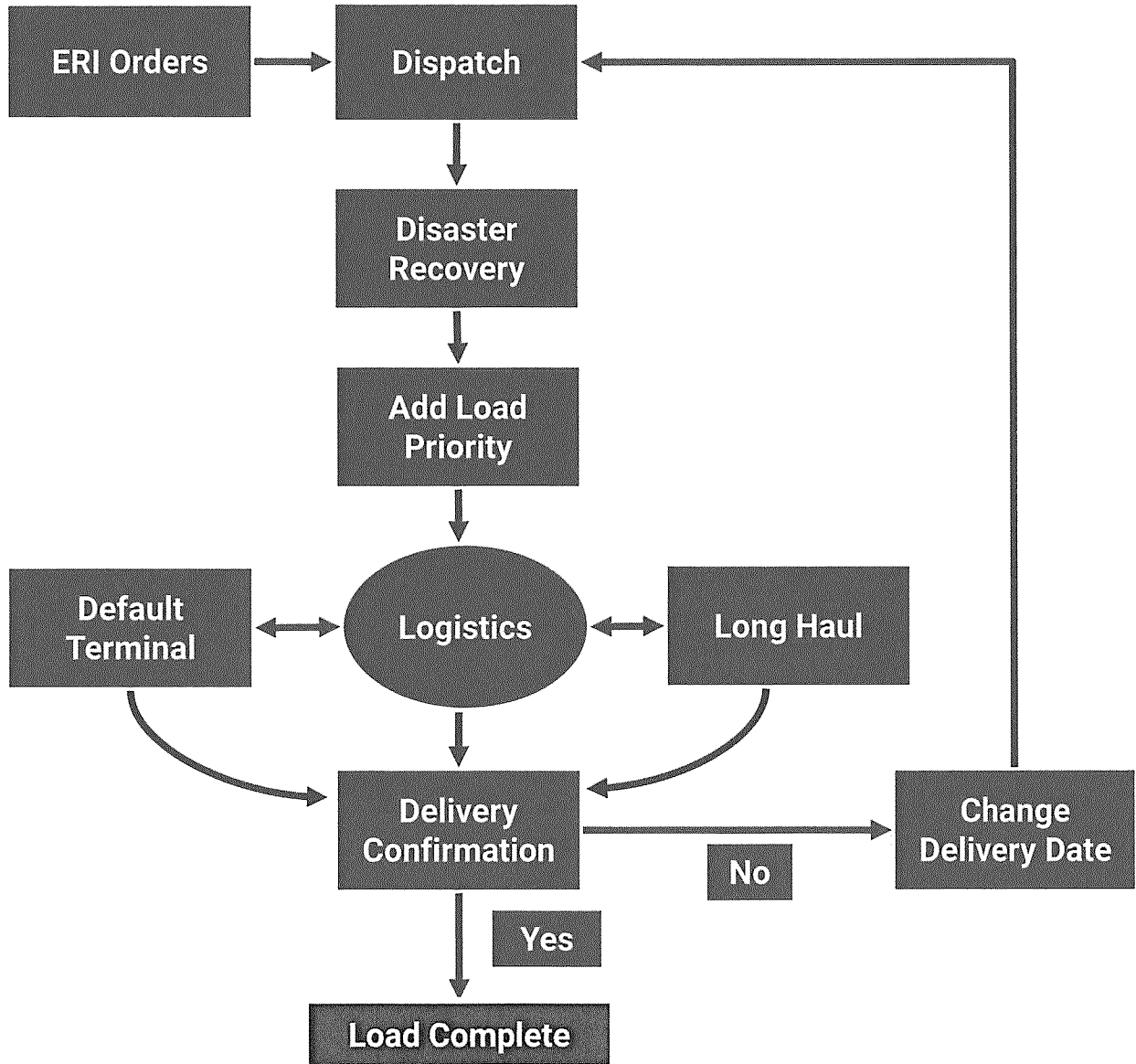
**APPENDIX A Responsibilities of the Emergency Recovery Operations Team**

Team	Actions/Responsibilities
<p><b>Incident Operations Group</b></p>	<p><b>Incident Operations Lead</b>                      Handles escalations                      Manages information flow between Supply, Logistics, Regional Supervisor, and Sales Team                      Point of contact for internal departments (Follow Up, Gas Payables, Freight Payables, Operational Accounting, etc.)                      Liaison for meeting comments                      Ensures individuals are effectively managing their responsibilities</p> <p><b>Incident Operations Group Members</b>                      Ensure loads are ranked appropriately in the database prior to meetings                      Validate information in the customer prioritization database and eFuel and Entinuum releases (date, terminal, carrier, contact info, tank level, etc.)                      Note each long haul in the database to clearly identify additional charges for internal departments                      Work with Logistics on daily freight exceptions report to ensure accurate rates are in the system and loads are billed accordingly                      Report any updates from customers and carriers back to Incident Operations Lead                      Communicate with carriers to confirm all scheduled loads are in the ground daily and update the database</p>
<p><b>Supply</b></p>	<p>Check supply and update Incident Operations Group twice daily                      Provide weather updates and prescriptive preparedness measure to Mansfield teams                      Explore long-haul supply opportunities                      Manage supply allocation                      Attend daily incident operations meetings                      Update Supply Restrictions Dashboard daily in impacted markets</p>
<p><b>Regional Supervisor of Customer Operations Team</b></p>	<p>Communicate information and updates provided by the Incident Operations Lead and daily operations meetings back to the affected Customer Operations Team                      Ensure information and updates from Supply and Logistics is distributed to the Customer Operations Team to make the correct logistics decisions during an incident                      Ensure the Customer Operations Team maintains ongoing awareness at to supply availability and long haul options                      Ensure scripted response is available for the Customer Operations Team to manage inquiries and customer concerns around extraordinary circumstances                      Adhere to the procedures in the three stages of the Emergency Response Plan – Pre-Incident Procedures, Incident Procedures, and Post-Incident Procedures</p>
<p><b>Logistics (Carrier Relations/LTL)</b></p>	<p>Provide a list of available carriers with after-hours contacts                      Arrange long hauls and secure fair freight rates                      Ensure proper billing and administration of non-standard freight rates                      Reach out to carriers with critical delivery issues and communications resolution                      Attend daily incident operations meetings</p>
<p><b>Sales (Government, C&amp;I, Retail, Spot)</b></p>	<p>Educate customers regarding the incident utilizing information given from the Incident Operations Lead and Marketing                      Inform customers of the implications that may arise (increased operations obstacles, change in pricing structures, etc.)                      Escalate customer or contract related issues with relevant customer stakeholders                      Relay information and feedback from customers back to the Incident Operations Lead                      Dedicate volunteers for the Incident Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group</p>

## APPENDIX B Event Occurrence Daily Schedule

Time		Database Management/ Meeting	Responsible Party	Assignment	
Start	End				
800	900	Database Management	Incident Ops Group	Identify missed previous day loads and prepare escalation to Logistics at 930 meeting	
				Call missed loads from prior day and prioritize as "1" loads	
				All first priority loads in ground must be noted/checked off in database	
				Work with Operational Accounting to resolve any loads on processing/billing hold	
930	1030	Emergency Response Operations Meeting	Regional Supervisor	Relay information from customers (outages, back to work updates, continued problems)	
			Regional Sup/Storm Ops Lead	Report customer run-outs	
			Incident Ops Lead	Identify long haul loads in database (must be scheduled prior to 3PM meeting for reporting during meeting)	
			Supply	Report priority loads that were missed by carriers to Logistics	
			Logistics	Report action plan for missed loads should to team by noon	
1030	1500	Database Management	Incident Ops Group	Update outages, day deals, allocation issues, and guaranteed vs. rack supply	
				Recap of long hauls currently on books; Update on long haul availability remaining	
				Run Freight Rate Exceptions Report; communicate with logistics, and confirm accurate freight rates; Assist in CSR review for storm loads	
1500	1600	Emergency Response Operations Meeting	Incident Ops Group	Confirm updated order notes, after hours contact, rolled dates, and prioritization	
				Confirm pending loads are delivered into customer tanks	
				As loads are missed, send escalation requests to Logistics and Customer Operations Team	
				Regional Supervisor	Relay any information from customers (outages, back to work updates, continued problems)
				Regional Sup/Incident Ops Lead	Ensure updates on after-hours contact, tank volume, etc.
1600	1700	Database management	Incident Ops Group	Report missed loads, run outs, and prioritize long hauls	
				Incident Ops Lead	Confirm rolled loads should are identified and discuss with supply to plan for next day alternatives
				Supply	Recap loads to identify spot and new customer loads regarding prioritization
				Logistics	Update outages, day deals, allocation issues, and guaranteed vs. rack supply
				Project Manager	Recap long hauls currently on books; If possible, update long haul availability remaining
1800	1800	Debrief Meeting	Incident Ops	Confirm pending loads are delivered into customer tanks	
				Ensure all long-haul loads are double checked for terminal and delivery date accuracy in eFuel/Entinum	
				Confirm terminals/carriers/suppliers/dates are correct for any moved loads from meeting	
1800	1800	Debrief Meeting	Incident Ops	Prioritize and annotate long-hauls	
				Regional Supervisor	Send a summary report to executives and business unit leaders
				Incident Ops	Communicate new information to Incident Operations Lead
1800	1800	Debrief Meeting	Incident Ops	Load recap to identify spot and new customer loads regarding prioritization	

APPENDIX C Event Occurrence Process



## APPENDIX D Customer Service Incident Response Training

### Customer Reminders

- Encourage customers to place orders before any known pending event.
- If the customer has premium tanks, urge them to fill those tanks. The extra fuel will benefit the customer if supply routes are compromised after the impacting incident. You must get permission from the customer first.
- Request additional telephone numbers for the customer to be added in orders – cell phones are preferable in case the customer loses power.
- Let the customer know that we will do our best to deliver fuel to them; but where terminal and logistics instability preclude, do not provide a concrete ETA on deliveries.
- Keep customers updated on the latest weather, traffic reports, and DOT notifications; and convey concerns regarding driver safety that may hinder delivery.
- DO NOT speak to the press under any circumstance. If the press contacts you, please state “I am not at liberty to speak on the matter” and then refer them to our Marketing department if necessary.

### Operations/Procedural Reminders

- Top off inventory managed sites that are in any impacted or potentially impacted area.
- If necessary, split loads to fuel as many customers as possible.
- Call customers first and follow up with emails recapping conversations.
- Over-communicate, enter notes in the order, and record everything.
- If you are not sure what to do, ask your supervisor immediately.
- Listen to the carriers. They are in the field and are the first line of information during these times. They will know road conditions, supply allocations, terminal closures, and modified DOT regulations.
- Determine if sites are operational pre-, during, and post-event and see if expected usage will be higher / lower than normal in all 3 portions of the event.

### FEMA

- If a load is confiscated by FEMA, try to obtain as much information as possible from the carrier, and inform your supervisor immediately. Make sure to have the release number, driver name, and their cell phone; and ask if the driver knows where he is being rerouted to.
- Your supervisor will communicate this to the Incident Operations Group Lead.

## **Emergency Fueling**

- If a customer's location is selected as an Emergency or Medical fueling station, that location will now have top priority on deliveries. Request a copy of the government (City/County) notification letter from the customer and forward it to your supervisor.
- Your supervisor will communicate this to the Incident Operations Group Lead so that this customer is now a higher priority as an Emergency or Medical fueling station.

## **Evacuation Routes**

- The Incident Operations Group will prioritize loads for retail customers located on evacuation routes if sites are designated as emergency posts.

## **Location Safety**

- If crime increases, it may be necessary to request a police presence from the customer to drop the fuel.

## **Safety/Tank Reminders**

### **Pre-Disaster Reminders for Customers**

- Lock all nozzles to the pumps and tie off all hoses. This will prevent possible damage to the dispensers and increase safety of individuals in the surrounding area.
- Sandbag all pump covers if the strength of a hurricane necessitates.
- Leave the cap lock key in a safe place for driver access. In the event the driver does not have a key to the lock, he may be forced to cut the lock away from the cap.

### **In the event of a hurricane evacuation, remind customers of the following:**

- Stick all tanks for water before evacuating.
- Shut off all power at the main breaker.
- Block all driveways if possible.
- Lock all caps to the drop tubes to prevent fuel theft.

### **Post-disaster hurricane reminders for customers**

- Stick all tanks for water.
- Inform Mansfield immediately if the tanks are compromised or damaged.

## **Night and Weekend Contacts**

The Incident Operations Group Lead will provide on-call names and numbers of key individuals.

- Incident Operations Lead
- Regional Supervisor
- Supply
- Logistics

## APPENDIX E Contact Placard

Please contact your Customer Relationship Manager or Sales Representative with any immediate concerns or requests. Your organization's specific contact information can be found on the Contact Information placard that should have been provided as an attachment with this Business Continuity Plan (example below).

	<b>Contact Information</b>
<b>Fuel Orders   Inventory   Deliveries</b>	
Customer Service Representative:	
Phone:	
Email:	
<i>Please order 24 hours in advance of requested delivery time. Any same day orders will be handled to the best of our ability.</i>	
<b>DEF Orders   Inventory   Deliveries</b>	
Customer Service Representative:	
Phone:	
Email:	
<i>Please order 72 hours in advance of requested delivery time. Any same day orders will be handled to the best of our ability.</i>	
<b>Billing   Service Requests</b>	
Customer Relationship Manager:	
Phone:	
Email:	
<b>Pricing   Quotes</b>	
For pricing inquiries, quotes, Natural Gas, Fleet Cards, Additives and other related questions:	
Account Manager:	
Phone:	
Email:	

Thank you for choosing Mansfield! We appreciate your business.  
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## ABOUT MANSFIELD ENERGY

Serving North America's leading companies, organizations and governments, Mansfield Energy provides innovative solutions to the most demanding energy procurement, supply and logistics challenges. Offering a broad range of solutions including fuels, natural gas, data management tools and price risk management services, Mansfield Energy delivers over 3 billion gallons of fuel and complementary products annually to 5,000 customers across the U.S. and Canada. Mansfield Energy is headquartered in Georgia and operates in every U.S. state and Canadian province.



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**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

*(To be completed by all Bidders)*

Name of bidder: Mansfield Oil Company of Gainesville, Inc.

Identify the state in which the bidder has its principal place of business: Georgia  
*(If Florida then do not complete remainder of form)*

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:  
Gainesville, Hall County

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

The bidder's principal place of business is in the State of Georgia and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

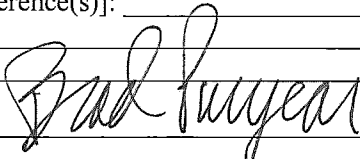
The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: \_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

The bidder's principal place of business is in the political subdivision of Gainesville, Georgia and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: \_\_\_\_\_

Signature of out-of-state bidder's attorney: 

Printed name of out-of-state bidder's attorney: Brad Puryear

Address of out-of-state bidder's attorney: 1025 Airport Parkway SW  
Gainesville, GA 30501

Telephone Number of out-of-state bidder's attorney: (678) 450 - 2163

Email address of out-of-state bidder's attorney: bpuryear@mansfieldoil.com

Attorney's states of bar admission: Georgia



DRUG FREE WORKPLACE  
**Section 287.087 Florida Statutes**

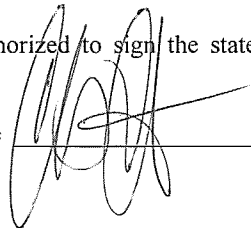
Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have 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 bid 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 bid, the employees 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 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature \_\_\_\_\_





## Drug Free Workplace and Substance Abuse Policy Statement

The Company is committed to providing a safe work environment and fostering the well-being and health of our employees. Therefore, as a condition of initial and continued employment, the Company prohibits employees from reporting to work or performing their duties with any unlawful drugs or alcohol in their systems. Employees also are prohibited from using, possessing, manufacturing, distributing, dispensing or making arrangements to distribute unlawful drugs or alcohol while at work, off site at training or meetings, on Company or customer property (including in personal vehicles onsite), during lunch or breaks, or in Company vehicles. Further, the Company prohibits all unlawful drug use, possession, or distribution, whether on or off duty as drugs can stay in one's system and affect work later.

This policy applies to all employees including those subject to the Federal Motor Carrier Safety Regulations (FMCSR) and all applicants for employment. In addition to this policy, employees subject to FMCSR are required to review and sign a separate workplace safety policy which covers the specific FMCSR requirements with regard to drugs and alcohol.

The Company participates in and meets the requirements of the Federal Drug-Free Workplace, Georgia's Drug-Free Workplace program pursuant to Official Georgia Code Annotated, Title 34, Chapter 9, Article 11 as well as the Drug Free Workplace programs of the other states in which the Company has employees.

To enforce this policy, the Company may, at any time where lawful, require as a condition of employment, any employee to submit to a physical examination and/or a urine, breath, blood or other type of test to determine the presence of drugs or alcohol in his or her system. To the extent allowed by applicable law, the possible occasions for drug testing include, but are not limited to:

1. Pre-employment and re-employment;
2. When the Company has a reasonable suspicion that an employee has violated the Drug & Alcohol Policy;
3. When an employee has caused or contributed to an on the job injury that resulted in a loss of work time, which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider;
4. When you suffer or contribute to an on-the-job injury or are involved in, or contribute to an accident and it's possible this policy may have been violated;
5. As part of a routine fitness for duty medical exam;

6. As follow-up testing for an employee who entered an Employee Assistance Program (EAP) or rehabilitation program;
7. As part of any random program of testing which the Company may implement.

The Company may conduct alcohol testing when it has a reasonable suspicion that the employee has violated the drug or alcohol policy, including accidents suggesting carelessness, disregard of safety rules or other conduct indicating possible violation of the Drug and Alcohol Policy. Any employee who suspects another employee of drug or alcohol use, or any violation of this policy, should report it to Human Resources.

**Any violation of the rules set forth in this policy will result in immediate termination of current employees or disqualification of an applicant.** These rules include: (1) a confirmed positive test indicating being under the influence of alcohol or the presence of unlawfully used drugs in an employee's system; (2) refusal to submit or cooperate with the Company in any test, search or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests; (3) possession of, distribution of, or consumption of unlawful or abused drugs, unauthorized alcohol, or drug paraphernalia; (4) tampering with or adulterating a test sample; or (5) unlawful conduct while working. Unlawful conduct off duty may result in discipline, up to and including immediate termination.

Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs following a workplace injury may be disqualified for workers' compensation benefits. The Company will treat information, such as drug test results and use of prescription medication, and information acquired as a result of this program, as confidential to the extent allowed by law.

Employees and/or applicants who receive a positive confirmed test result may contest or explain the result within five (5) working days after receiving written notification of the positive test result, unless state law requires a longer period.

Although the proper use of medication is not prohibited, the abuse of prescription medication is unlawful and may subject you to disciplinary action up to and including immediate termination. Further, employees should consult with a Company-designated physician, or the employee's supervisor, when he or she is legitimately taking medication which he or she has reason to believe may affect safety or performance. This includes, but is by no means limited to prescription opioid medications such as OxyContin, Percocet, Vicodin, Lortab, Codeine, Morphine, Fentanyl and other similar medications. Any prescription medication brought onto or into Company or customer property (including vehicles) must be retained in its original container labeled with the original pharmacy label. No employee may take another person's prescription medication. The law treats the abuse of prescription medication as unlawful drug use.

The Company maintains resource information on programs in our community that offer assistance to employees, including drug and alcohol abuse programs. Please see the Human Resources Department to obtain this information. All requests for this information will be

treated as confidential. Employees may contact Georgia's 24-hour Drug Abuse Hotline at 800-338-6745. Other states offer similar hotlines. Additionally, an employee may take advantage of the confidential Employee Assistance Program (EAP) at no charge. EAP contact information can be found posted in the breakroom, on Fuel Link under Human Resources or by asking Human Resources.

Although some states have legalized marijuana for medicinal purposes (or general use in some states), the Company is not required to allow the use of marijuana in the workplace. Use is strictly prohibited on Company property and may result in disciplinary action, up to and including immediate termination. Consistent with the Company's drug free workplace policy, the Company complies with applicable state laws related to medical marijuana.

If an employee wants to seek help for drug or alcohol problems prior to being caught in violation of the Company's Drug and Alcohol Policy or being asked to undergo a test, he or she may seek information from Human Resources.

Employees covered by the FMCSR rules may be tested for drugs or alcohol under either the Company policy, the FMCSR requirements, or both.

An employee convicted for the violation of any drug statute must notify the Company no later than five (5) days after such conviction. As required by the Federal Drug Free Workplace Act, the Company will take appropriate action up to and including termination of employment and/or required participation in and successful completion of a rehabilitation program. Failure to report a drug conviction as required will result in termination.

DRUG-FREE

# Certification

Mansfield Oil

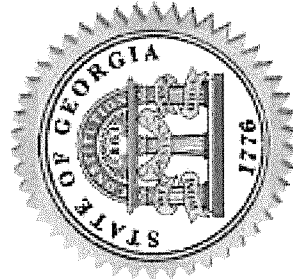
Has Been Certified As A

## DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of \_\_\_\_\_  
November 25, 2019

And Expires \_\_\_\_\_  
November 25, 2020



*F. J. Kay*  
CHAIRMAN

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

**(Please read instructions below before completing Certification)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mansfield Oil Company of Gainesville, Inc.

Fuel – Gasoline & Diesel ITB 22-12

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

Chris Carter, Sr. Manager, Bid and Sales Analytics

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

02/04/2022

SIGNATURE(S)

DATE

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes. I further affirm that:

1. This Company does not appear on the Scrutinized Companies that Boycott Israel List. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Mansfield Oil Company of Gainesville, Inc.

Vendor/ Company Name

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Chris Carter

Sr. Manager, Bids and Sales Analytics

Name and Title of Contractor's Authorized Official

02/04/2022

Date

## SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid packet. We suggest that you include this completed checklist along with your bid.

Items checked **Required** must be submitted at the time you submit your bid or your bid may be declared non-responsive. Items checked **Requested** should be submitted at the time you submit your bid to facilitate the evaluation process, but will not be cause for declaring your bid non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Completed and signed Bidder's Acknowledgement Form	1
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Indemnification and Hold Harmless	15-17
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bid Proposal Forms	24
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bidder's Preference Form	25
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification	26
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment	27
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Scrutinized Company List	28



**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**Purchasing Department**

SUPERINTENDENT OF SCHOOLS  
MARCUS D. CHAMBERS

ATTORNEY TO THE BOARD  
C. JEFFREY McINNIS, ESQ.

PGM. DIRECTOR - PURCHASING  
VINCE WINDHAM, CPPB



BOARD MEMBERS  
TIM BRYANT  
LINDA EVANCHYK  
MARTI GARDNER  
DIANE KELLEY  
LAMAR WHITE

**ADDENDUM NO. 1 OF 1**

To: All Bidders

From: Shanna Duncan *SD*  
Buyer - Purchasing

Subject: Addendum No. 1  
ITB 22-12 Fuel – Gasoline and Diesel

Date: February 2, 2022

Please see the information listed below for clarification and/or additional requirements concerning ITB 22-12. The requirements stated in this addendum supersede and supplement all requirements previously stated in the original ITB documents, and become part of the contract documents for this project.

**I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS. THIS ADDENDUM MUST BE SIGNED BY AN AUTHORIZED VENDOR REPRESENTATIVE. FAILURE TO SIGN AND RETURN THIS ADDENDUM BY THE DEADLINE FOR SUBMISSION OF PROPOSALS MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.**

Mansfield Oil Company of Gainesville, Inc.

COMPANY

  
AUTHORIZED SIGNATURE

PURCHASING DEPARTMENT - ADMINISTRATIVE COMPLEX – 120 LOWERY PLACE S.E.  
FORT WALTON BEACH, FLORIDA 32548  
TELEPHONE (850) 833-7668 FAX (850) 833-6327

**Okaloosa County School District**  
**ITB 22-12**  
**Response to Questions**

Q1. What are your office hours to accept mail Feb 8th and 9th?

A. We are open 7:30 AM – 4:00 PM CT.

Q2. Have you ever terminated a contract for convenience?

A. No.

Q3. Your invoices for 2021 show you have been purchasing fuel from Mansfield, but our records show James River was awarded. Who have you been buying fuel from the last five years? Why did it change?

A. James River Solutions chose to cancel their contract. All documents are listed on our website under Fuel: Gasoline & Diesel in the “amended award” link.

<http://www.okaloosa.k12.fl.us/finance/PurchasingBidsAwarded.aspx>

Q4. Have any addenda been released?

A. No.

Q5. What were your gas and diesel margins with Mansfield?

A. Gas: .0378 Fixed Markup per gallon to OPIS Weekly Rack Average Price

Diesel: .0233 Fixed Markup per gallon to OPIS Weekly Rack Average Price

Q6. In the past year did your current vendor fail to deliver product in the specified time requested?

A. Yes. There were occasions when the original delivery times had to be amended but the current vendor notified us of any delivery time changes in advance.

Q7. Please provide a current invoice for each fuel grade on this solicitation.

A. See “Bill-Invoice” attachment.

Q8. Please provide bill of ladings for all fuel grades on this solicitation.

A. See "Bill-Invoice" attachment.

Q9. Please provide the tabulations for the current contract.

A. All documents are listed on our website under Fuel: Gasoline & Diesel in the "Tab/Award" link.  
<http://www.okaloosa.k12.fl.us/finance/PurchasingBidsAwarded.aspx>

Q10. Please provide tax exemptions/certificates.

A. We will provide these to the awarded vendor.

Q11. Who is the current vendor?

A. Mansfield Oil, as listed on our site provided for Q9 and in Bid Submission documents from awarded vendor as requested in Q13.

Q12. Will bids be considered responsive if electronic signatures are used? Or are wet signatures required for bids to be considered responsive.

A. No, we will not accept electronic signatures. As stated in the paragraph on page 1 of the bid, it must arrive at our office in a sealed envelope.

Q13. Please provide all bid submission and contract documents from the last awarded bidder.

A. See "ITB 17-01 Mansfield Bid" attachment.

Q14. Is it the intent to award to a single vendor?

A. See "Award" paragraph under Section III: Special Conditions, page 18 of bid.

Q15. Can you confirm there is no DBE Goal?

A. There is no DBE goal.

Q16. Does Okaloosa County Schools have a MBE requirement for this bid?

A. No.

Q17. Does Okaloosa County Schools want to be priced off prior day Thursday OPIS?

A. See details of pricing under "Scope" on page 18 of ITB and under "Pricing" on page 20 of ITB.

Q18. Does Okaloosa County Schools want to be priced of current day OPIS?

A. No.

**CORPORATE RESOLUTION  
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Chris Carter, Sr. Manager, Bids and Sales Analytics, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Chris Carter, in his capacity as Sr. Manager, Bids and Sales Analytics is hereby authorized to execute any and all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 8th day of August, 2019.

MANSFIELD OIL COMPANY  
OF GAINESVILLE, INC.

By: Michael F Mansfield Sr.  
Michael F Mansfield Sr. (Aug 8, 2019)  
Name: Michael F. Mansfield, Sr.  
Title: CEO and Sole Director

Client#: 644412

MANSFENERG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh & McLennan Agency LLC, 11330 Lakefield Drive, Suite 100, Johns Creek, GA 30097-1508. CONTACT NAME: Vera F Cohan, PHONE: 770-476-1770, FAX: 770-476-3651, E-MAIL ADDRESS: Vera.Cohan@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: Starr Indemnity & Liability Company (38318), Zurich American Insurance Company (16535), Allied World Assurance Company (U.S.) I (19489), Endurance American Specialty Insurance (41718), Gemini Insurance Insurance Co. (10833), Hallmark Specialty Ins. Co. (26808).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Pollution Liab.- Claims Made.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) INSURER G - RSUI Indemnity Co. - NAIC #22314 EXCESS AUTO LIABILITY: Insurer D - Policy #EXT30003209601 - \$1,000,000 xs Primary Insurer E - Policy #GVE100229304 - \$5,000,000 xs \$1,000,000 Insurer F - Policy #77HX225CD2 - \$3,000,000 xs \$6,000,000 (See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

\*Informational Use\* SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: PETER J. KRULUSE

## DESCRIPTIONS (Continued from Page 1)

Insurer D - Policy #EXT30015570400 - \$5,000,000 xs \$9,000,0000

### EXCESS GENERAL LIABILITY:

Insurer A - Policy #1000095554221 - \$10,000,000 xs Primary

### EXCESS EMPLOYERS LIABILITY:

Insurer D - Policy #EXT30015570400 - \$5,000,000 xs Primary

Insurer G - Policy #NHA096895 - \$5,000,000 xs \$5,000,000

(GL) Additional Insured per form OG183 04/12 - Additional Insured - Where Required Under Contract or Agreement (Primary Coverage)

(GL) Additional Insured per form CG2037 0413 - Additional Insured Owners, Lessees or Contractors - Completed Operations

(GL) Additional Insured Primary & Non-Contributory per form CG2001 0413 Primary and Non-Contributory -Other Insurance Condition

(GL) Waiver of Subrogation per form CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us

(Auto) Additional Insured per form CA2048 1013 Designated Insured For Covered Autos Liability Coverage

(Auto) Waiver of Subrogation per form CA0444 1013 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)

(WC) Waiver of Subrogation per form: WC000313 0484 - Waiver of Transfer of Rights of Recovery Against Others To Us

### Excess Liability Follow Form per forms:

Policy #EXT30003209601 - Form EXL0203 0813 - Excess Liability Coverage Follow Form (Short Form)

Policy #GVE100229304 - Form GEMFFXLT 08/2020 - Excess Liability Policy

Policy #77HX225CD2 - Form HX0002 0109 - Excess Liability Policy

Policy #1000095554221 - Form XS-100 10/08 - Excess Liability Policy Form

Policy #EXT30015570400 - Form EXL2003 0813 - Excess Liability Coverage Follow Form (Short Form)

Policy #NHA096895 - Form #RSG31001 0507 - Commercial Excess Liability Policy

**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**Purchasing Department**

SUPERINTENDENT OF SCHOOLS  
MARCUS D. CHAMBERS

ATTORNEY TO THE BOARD  
C. JEFFREY McINNIS, ESQ.

PGM. DIRECTOR - PURCHASING  
VINCE WINDHAM, CPPB



BOARD MEMBERS  
TIM BRYANT  
LINDA EVANCHYK  
MARTI GARDNER  
DIANE KELLEY  
LAMAR WHITE

**ADDENDUM NO. 1 OF 1**

To: All Bidders

From: Shanna Duncan *SD*  
Buyer - Purchasing

Subject: Addendum No. 1  
ITB 22-12 Fuel – Gasoline and Diesel

Date: February 2, 2022

Please see the information listed below for clarification and/or additional requirements concerning ITB 22-12. The requirements stated in this addendum supersede and supplement all requirements previously stated in the original ITB documents, and become part of the contract documents for this project.

**I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS. THIS ADDENDUM MUST BE SIGNED BY AN AUTHORIZED VENDOR REPRESENTATIVE. FAILURE TO SIGN AND RETURN THIS ADDENDUM BY THE DEADLINE FOR SUBMISSION OF PROPOSALS MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.**

---

COMPANY

---

AUTHORIZED SIGNATURE

PURCHASING DEPARTMENT - ADMINISTRATIVE COMPLEX – 120 LOWERY PLACE S.E.  
FORT WALTON BEACH, FLORIDA 32548  
TELEPHONE (850) 833-7668 FAX (850) 833-6327



**Okaloosa County School District**  
**ITB 22-12**  
**Response to Questions**

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A. We are open 7:30 AM – 4:00 PM CT.

Q2. Have you ever terminated a contract for convenience?

A. No.

Q3. Your invoices for 2021 show you have been purchasing fuel from Mansfield, but our records show James River was awarded. Who have you been buying fuel from the last five years? Why did it change?

A. James River Solutions chose to cancel their contract. All documents are listed on our website under Fuel: Gasoline & Diesel in the “amended award” link.

<http://www.okaloosa.k12.fl.us/finance/PurchasingBidsAwarded.aspx>

Q4. Have any addenda been released?

A. No.

Q5. What were your gas and diesel margins with Mansfield?

A. Gas: .0378 Fixed Markup per gallon to OPIS Weekly Rack Average Price

Diesel: .0233 Fixed Markup per gallon to OPIS Weekly Rack Average Price

Q6. In the past year did your current vendor fail to deliver product in the specified time requested?

A. Yes. There were occasions when the original delivery times had to be amended but the current vendor notified us of any delivery time changes in advance.

Q7. Please provide a current invoice for each fuel grade on this solicitation.

A. See “Bill-Invoice” attachment.

- Q8. Please provide bill of ladings for all fuel grades on this solicitation.
- A. See "Bill-Invoice" attachment.
- Q9. Please provide the tabulations for the current contract.
- A. All documents are listed on our website under Fuel: Gasoline & Diesel in the "Tab/Award" link.  
<http://www.okaloosa.k12.fl.us/finance/PurchasingBidsAwarded.aspx>
- Q10. Please provide tax exemptions/certificates.
- A. We will provide these to the awarded vendor.
- Q11. Who is the current vendor?
- A. Mansfield Oil, as listed on our site provided for Q9 and in Bid Submission documents from awarded vendor as requested in Q13.
- Q12. Will bids be considered responsive if electronic signatures are used? Or are wet signatures required for bids to be considered responsive.
- A. No, we will not accept electronic signatures. As stated in the paragraph on page 1 of the bid, it must arrive at our office in a sealed envelope.
- Q13. Please provide all bid submission and contract documents from the last awarded bidder.
- A. See "ITB 17-01 Mansfield Bid" attachment.
- Q14. Is it the intent to award to a single vendor?
- A. See "Award" paragraph under Section III: Special Conditions, page 18 of bid.
- Q15. Can you confirm there is no DBE Goal?
- A. There is no DBE goal.

Q16. Does Okaloosa County Schools have a MBE requirement for this bid?

A. No.

Q17. Does Okaloosa County Schools want to be priced off prior day Thursday OPIS?

A. See details of pricing under "Scope" on page 18 of ITB and under "Pricing" on page 20 of ITB.

Q18. Does Okaloosa County Schools want to be priced of current day OPIS?

A. No.

TABULATION AND RECOMMENDATION FOR ITB 22-12: FUEL-GASOLINE AND DIESEL

Vendors: →	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation
<b>Item Description:</b>		
Location of Main Office:	Gainesville, GA	Fort Wayne, IN
In-State Vendor Bid Preference Offered?	No	No
Signed Bid & Amendment #1?	Yes	Yes
Regular Unleaded Gasoline, 10% Ethanol 87 Octane, Estimated Annual Gallons = 65,000. Fixed markup or discount per gallon to OPIS Rack Price	Fixed Discount/Gal = 0.0412 Opis Avg (1/31/22) = \$2.5544 Estimated Gallons = 65,000 Est. Annual Cost: \$163,358	Fixed Discount/Gal = 0.0047 Opis Avg (1/31/22) = \$2.5544 Estimated Gallons = 65,000 Est. Annual Cost: \$165,730.50
Diesel Fuel Grade #2, Ultra Low Sulfur Undyed, Estimated Annual Gallons = 475,000. Fixed markup/discount per gallon to OPIS Rack Price	Fixed Discount/Gal = 0.0017 Opis Avg (1/31/22) = \$2.7964 Estimated Gallons = 475,000 Est. Annual Cost: \$1,327,482.50	Fixed Markup/Gal = 0.0180 Opis Avg (1/31/22) = \$2.7964 Estimated Gallons = 475,000 Est. Annual Cost: \$1,336,840.00
Minimum Order - Transport	Gas: 8,500 gallons/ Diesel: 7,500 gallons	7,500 Gallons
Accept split orders between locations?	Yes	Yes
Maximum number of sites that can split?	4	3
Is there a charge for split transport orders between locations?	Yes - \$55.00	Yes - \$75.00
Is there a charge for split orders to same location?	Yes, \$55 if truck has to move. No charge if truck remains stationary	No
Emergency Plan Included?	Yes	Yes
<b>Total Cost:</b>	<b>\$1,490,840.50</b>	<b>\$1,502,570.50</b>

**BIDDERS WHO BID "NO BID":** None

**NON-RESPONSIVE BIDDERS:** None

**RECOMMENDATION FOR AWARD:** Committee recommends award to the lowest responsible and responsive bidder Mansfield Oil in the amount of \$0.0412 per gallon fixed discount to OPIS Average Weekly Rack price for Regular Unleaded E10, 87 Octane Gasoline and \$0.0017 per gallon fixed discount to OPIS Average Weekly Rack price for Diesel Fuel Grade #2. The annual expenditure for fuel costs is estimated to total \$1,490,840.50 based on the current OPIS Average Weekly Rack price (January 31, 2022) and estimated annual gallons to be purchased.

**Committee:**

Vince Windham

Shanna Duncan

Irene Dahnke

Fund	Function	Object	Center
1010	9903	0599	9014

"Failure to file a protest within the time prescribed in Florida Statutes 120.57, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

POSTED: 2/10/22 3:05 PM CT

# MANSFIELD ENERGY


## Simplifying Fuel Supply & Logistics Across North America




Mansfield Energy is the trusted partner to fleets and organizations across North America – solving their most demanding energy procurement, supply, and logistics challenges. Founded in 1957, Mansfield Energy is family-owned, headquartered in Georgia, and operates in every U.S. state and all 10 Canadian provinces.

### Leader in North American Fuel Supply

✓ **60+**  
YEARS OF LASTING  
Customer  
Relationships

Delivering over  
 **3** BILLION  
GALLONS  
of fuel & complementary  
products annually

**8,000**  
CUSTOMERS  
across the  
U.S. and Canada  


**7,250**  
FUEL  
SUPPLY  
POINTS  


**900**  
nationwide  
DELIVERY  
PARTNERS

“Mansfield has created tremendous value to Ryder and our customers as their business model specifically lends itself to being more flexible and nimble than traditional fuel suppliers.”

- Senior Director of Global Fuel Products | Ryder Systems, Inc.

  
**Mansfield**  
Energy. Simplified.



TEAMWORK



CONSCIENTIOUSNESS



INNOVATION



INTEGRITY



PERSONAL SERVICE



EXCELLENCE

# MANSFIELD ENERGY

Mansfield Energy is your One-Stop Energy Partner

## RELIABLE FUEL SUPPLY



## FLEXIBLE LOGISTICS



## STRATEGIC SOLUTIONS

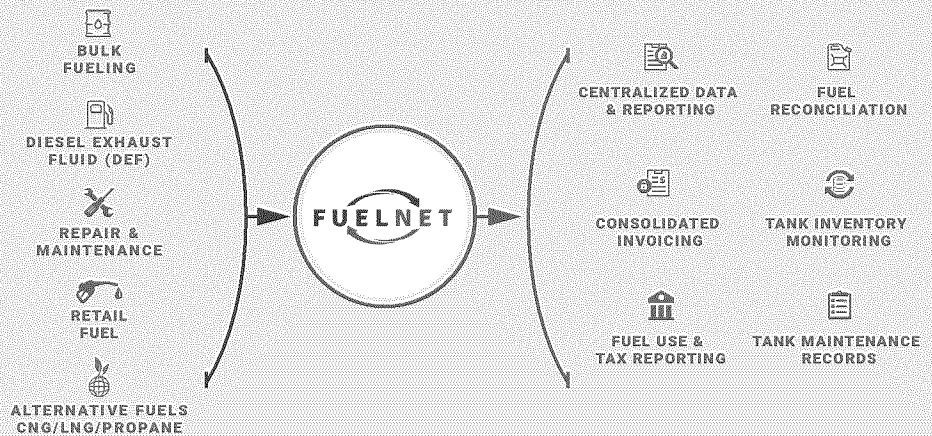


## INDUSTRY EXPERTISE

- For Hire Transportation
- Government, Military
- Industrial, Manufacturing
- Food Service
- Waste Management
- Aggregates, Mining
- Engineering, Construction
- Oil & Gas
- Railroads
- Marinas
- Aviation
- Fuel Marketers
- Utility Infrastructure
- Stationary Power

## Integrated Fueling Data Management for Visibility & Control

- Tracks fueling and repairs (bulk, DEF, alternative fuels, retail)
- Integrates seamlessly with Fleet Management and ERP systems
- Simplifies fuel management with comprehensive, actionable data insights



Let Mansfield show you how we can solve your energy procurement and distribution challenges.

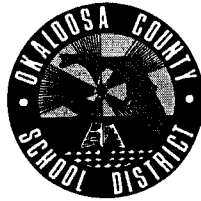
Contact us to schedule a consultation. ☎ 800-695-6626 ✉ info@mansfieldoil.com

### ABOUT MANSFIELD ENERGY

Serving North America's leading companies, organizations and governments, Mansfield Energy provides innovative solutions to the most demanding energy procurement, supply and logistics challenges. Offering a broad range of solutions including fuels, natural gas, data management tools and price risk management services, Mansfield Energy delivers over 3 billion gallons of fuel and complementary products annually to 5,000 customers across the U.S. and Canada. Mansfield Energy is headquartered in Georgia, and operates in every U.S. state and Canadian province.

www.mansfield.energy





### Agenda Item Details

Meeting	Feb 28, 2022 - Regular Meeting
Category	8. Consent Agenda
Subject	8.14 ITB 22-12 Fuel - Gasoline & Diesel, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Funds
Recommended Action	Motion to approve the committee's recommendation to award ITB 22-12 Fuel - Gasoline & Diesel to Mansfield Oil Company of Gainesville, Inc. for the purchase of gasoline and diesel fuels, effective March 12, 2022, through March 11, 2025.

### Public Content

Request approval of the committee's recommendation to award ITB 22-12 Fuel - Gasoline & Diesel to Mansfield Oil Company of Gainesville, Inc. for the purchase of gasoline and diesel fuels, based on per gallon fixed markup/discount to OPIS Average Weekly Rack price. Funding will be paid from General Funds and the contract is effective March 12, 2022, through March 11, 2025. Copies of the bid document, addendum #1 and award tabulation are attached.

For additional information, please contact Vince Windham, Program Director, Purchasing, at (850) 833-7668.

[ITB 22-12\\_TAB.pdf \(108 KB\)](#)

[ITB 22-12.pdf \(1,360 KB\)](#)

[ITB 22-12 Addendum 1.pdf \(242 KB\)](#)

### Administrative Content

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

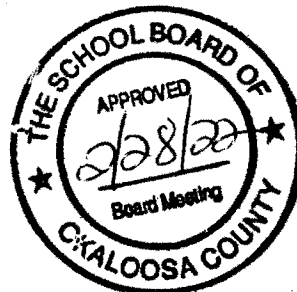
### Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent

Motion by Marti Gardner, second by Diane Kelley.

Final Resolution: Motion Carries

Yes: Tim Bryant, Linda Evanchyk, Marti Gardner, Diane Kelley, Lamar White





TABULATION AND RECOMMENDATION FOR ITB 22-12: FUEL-GASOLINE AND DIESEL

Vendors: →	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	
<b>Item Description:</b>			
Location of Main Office:	Gainesville, GA	Fort Wayne, IN	
In-State Vendor Bid Preference Offered?	No	No	
Signed Bid & Amendment #1?	Yes	Yes	
Regular Unleaded Gasoline, 10% Ethanol 87 Octane, Estimated Annual Gallons = 65,000. Fixed markup or discount per gallon to OPIS Rack Price	Fixed Discount/Gal = 0.0412 Opis Avg (1/31/22) = \$2.5544 Estimated Gallons = 65,000 Est. Annual Cost: \$163,358	Fixed Discount/Gal = 0.0047 Opis Avg (1/31/22) = \$2.5544 Estimated Gallons = 65,000 Est. Annual Cost: \$165,730.50	
Diesel Fuel Grade #2, Ultra Low Sulfur Undyed, Estimated Annual Gallons = 475,000. Fixed markup/discount per gallon to OPIS Rack Price	Fixed Discount/Gal = 0.0017 Opis Avg (1/31/22) = \$2.7964 Estimated Gallons = 475,000 Est. Annual Cost: \$1,327,482.50	Fixed Markup/Gal = 0.0180 Opis Avg (1/31/22) = \$2.7964 Estimated Gallons = 475,000 Est. Annual Cost: \$1,336,840.00	
Minimum Order - Transport	Gas: 8,500 gallons/ Diesel: 7,500 gallons	7,500 Gallons	
Accept split orders between locations?	Yes	Yes	
Maximum number of sites that can split?	4	3	
Is there a charge for split transport orders between locations?	Yes - \$55.00	Yes - \$75.00	
Is there a charge for split orders to same location?	Yes, \$55 if truck has to move. No charge if truck remains stationary	No	
Emergency Plan Included?	Yes	Yes	
<b>Total Cost:</b>	<b>\$1,490,840.50</b>	<b>\$1,502,570.50</b>	
<b>BIDDERS WHO BID "NO BID":</b> None			
<b>NON-RESPONSIVE BIDDERS:</b> None			
<b>RECOMMENDATION FOR AWARD:</b> Committee recommends award to the lowest responsible and responsive bidder <b>Mansfield Oil</b> in the amount of <u>\$0.0412</u> per gallon fixed discount to OPIS Average Weekly Rack price for Regular Unleaded E10, 87 Octane Gasoline and <u>\$0.0017</u> per gallon fixed discount to OPIS Average Weekly Rack price for Diesel Fuel Grade #2. The annual expenditure for fuel costs is estimated to total <u>\$1,490,840.50</u> based on the current OPIS Average Weekly Rack price (January 31, 2022) and estimated annual gallons to be purchased.			
<b>Committee:</b>			
	<u>Vince Windham</u>	<u>Shanna Duncan</u>	
	<u>Irene Dahnke</u>		
<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Center</u>
1010	9903	0599	9014
"Failure to file a protest within the time prescribed in Florida Statutes 120.57, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."			
POSTED: 2/10/22 3:05 PM CT			



**ATTACHMENT "A"**  
**The Agreement**



## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, 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: April 19, 2022

SIGNATURE: 

COMPANY: Mansfield Oil Company

NAME: David Zarfoss  
(Typed or Printed)

ADDRESS: 1025 Airport Pkwy

TITLE: Director of Pricing

Gainesville, GA

E-MAIL: mocbids@mansfieldoil.com

30501

PHONE NO.: 678-450-2000



## Federal Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

### **FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*<sup>1</sup>**

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with

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<sup>1</sup> Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor*'s actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: 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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race,



color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: 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). *contractor* 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.



**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* 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*. *Contractor* 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.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: 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.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *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).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):**

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):**

Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement:



*contractor* must file the required certification, attached to the procurement. 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.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* 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.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *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.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *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.

**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*].

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: 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.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *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.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* 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].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be



unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may



apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: 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*].

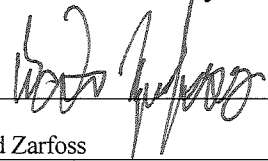
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The \_\_\_\_\_ on behalf of \_\_\_\_\_ the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: April 19, 2022 :

SIGNATURE



COMPANY: Mansfield Oil Company of Gainesville

NAME: David Zarfoss

ADDRESS: 1025 Airport Parkway  
Gainesville, GA  
30501

TITLE: Director of Pricing

E-MAIL: mocbids@mansfieldoil.com

PHONE NO.: 678-450-2000



## Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

### Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: April 19, 2022

SIGNATURE: 

COMPANY: Mansfield Oil Company of Gainesville

NAME: David Zarfoss

TITLE: Director of Pricing

### Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: April 19, 2022

SIGNATURE: 

COMPANY: Mansfield Oil Company of Gainesville

NAME: David Zarfoss

TITLE: Director of Pricing